

SERFF Tracking Number: MUTM-127188082 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 48900
 Company Tracking Number: MIKE DILORENZO
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2011 LTD & STD Rewrite- 12345GCB-LTD-EZ 11
 Project Name/Number: 2011 LTD & STD Rewrite-/12345GCB-LTD-EZ 11

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: 2011 LTD & STD Rewrite- 12345GCB-LTD-EZ 11 SERFF Tr Num: MUTM-127188082 State: Arkansas

TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved- Closed State Tr Num: 48900

Sub-TOI: H11G.003 Long Term Co Tr Num: MIKE DILORENZO State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Rosalind Minor

Authors: June Rodgers, Mike Disposition Date: 06/14/2011

DiLorenzo, Krysia Gannon, Ellen
 Cochrane, Kristin Miller, Lisa Koch,
 Shirley McPhaul, Ellen Grady

Date Submitted: 05/26/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

General Information

Project Name: 2011 LTD & STD Rewrite-
 Project Number: 12345GCB-LTD-EZ 11
 Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 06/14/2011

State Status Changed: 06/14/2011

Created By: Ellen Cochrane

Corresponding Filing Tracking Number:

Filing Description:

RE: NAIC #: 261-69868 FEIN: 47-0322111

United of Omaha Life Insurance Company

Group Long-Term Disability

Certificate Booklet - Long-Term Disability, 12345GCB-LTD-EZ 11

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Overall Rate Impact:

Deemer Date:

Submitted By: Ellen Cochrane

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Certificate booklet 12345GCB-LTD-EZ 11 is attached for filing with your department. To the best of my knowledge, it complies with all of your applicable statutes.

This form comprises our new group long-term disability benefit product. It will not replace any previously approved forms. We request approval of these forms on a general-use basis. A group policyholder will utilize incorporation master policy 7000GM-U-EZ 2010, approved by your department on December 29, 2010.

Your review and approval of this filing will be appreciated. Please feel free to contact me with any questions or concerns.

Sincerely,

Lisa Koch
Product and Advertising Compliance Analyst
Corporate Compliance and Ethics Division
Phone: 402-351-6937
Fax: 402-351-5298
E-mail: Lisa.Koch@mutualofomaha.com

Company and Contact

Filing Contact Information

Mike DiLorenzo, Senior Product & Advertising Compliance Analyst
mike.dilorenzo@mutualofomaha.com
Mutual of Omaha 402-351-5979 [Phone]
Mutual of Omaha Plaza 402-351-5298 [FAX]
Omaha, NE 68175

Filing Company Information

United of Omaha Life Insurance Company	CoCode: 69868	State of Domicile: Nebraska
Mutual of Omaha Plaza	Group Code: 261	Company Type: Life Insurance
Omaha, NE 68175	Group Name:	State ID Number:
(402) 351-6910 ext. [Phone]	FEIN Number: 47-0322111	

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00

SERFF Tracking Number: MUTM-127188082 State: Arkansas
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Product Name: 2011 LTD & STD Rewrite- 12345GCB-LTD-EZ 11
Project Name/Number: 2011 LTD & STD Rewrite-/12345GCB-LTD-EZ 11
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$50.00	05/26/2011	48071209

SERFF Tracking Number:	MUTM-127188082	State:	Arkansas
Filing Company:	United of Omaha Life Insurance Company	State Tracking Number:	48900
Company Tracking Number:	MIKE DILORENZO		
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.003 Long Term
Product Name:	2011 LTD & STD Rewrite- 12345GCB-LTD-EZ 11		
Project Name/Number:	2011 LTD & STD Rewrite-/12345GCB-LTD-EZ 11		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/14/2011	06/14/2011

<i>SERFF Tracking Number:</i>	<i>MUTM-127188082</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48900</i>
<i>Company Tracking Number:</i>	<i>MIKE DILORENZO</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>2011 LTD & STD Rewrite- 12345GCB-LTD-EZ 11</i>		
<i>Project Name/Number:</i>	<i>2011 LTD & STD Rewrite-/12345GCB-LTD-EZ 11</i>		

Disposition

Disposition Date: 06/14/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>MUTM-127188082</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48900</i>
<i>Company Tracking Number:</i>	<i>MIKE DILORENZO</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
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<i>Project Name/Number:</i>	<i>2011 LTD & STD Rewrite-/12345GCB-LTD-EZ 11</i>		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Actuarial Memo	Approved-Closed	No
Supporting Document	Memorandum of Variability	Approved-Closed	Yes
Form	Certificate Booklet - Long-Term Disability	Approved-Closed	Yes

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Project Name/Number: 2011 LTD & STD Rewrite-/12345GCB-LTD-EZ 11

Form Schedule

Lead Form Number: 12345GCB-LTD-EZ 11

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 06/14/2011	12345GCB-Certificate LTD-EZ 11		Certificate Booklet - Long-Term Disability	Initial			12345GCB-LTD-EZ 11.pdf

CERTIFICATE OF INSURANCE
UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:
[Mutual of Omaha Plaza]
[Omaha, Nebraska 68175]

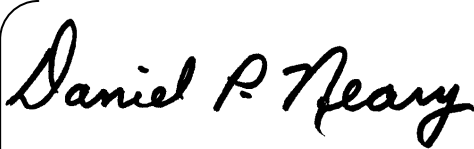
United of Omaha Life Insurance Company certifies that Group Policy Number [GLTD]-[XXXX] (the Policy) has been issued to [Policyholder Legal Name] (the [Policyholder] [or [V]]).

Insurance is provided for [Employee]s of the [Policyholder] [or [V]] subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured, and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the [Policyholder] [or [V]], and may be amended, changed, or terminated without Your consent or notice to You.

This Certificate replaces any Certificate previously issued under the Policy.



**Chairman of the Board and
Chief Executive Officer**



Corporate Secretary

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SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions, and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of this Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of this Certificate.

POLICY INFORMATION

[Policyholder][or [V]]:	[Policyholder Legal Name]
Policy Effective Date:	[MM/DD/YY]
Policy Anniversary:	[MM/DD]
Policy Number:	[Group Policy Number: [XXXX]]
Policy Year:	[MM/DD] through [MM/DD] [February 28 or 29.] [January 1 through December 31 of the same year.]
Classification:	[As defined by the [Policyholder][or [V]] – insert booklet class descriptions here.]
[Minimum Work Hours Required:	[V]]
[Eligibility Waiting Period:	[V]]
Elimination Period:	[The Elimination Period is [V] [calendar] days] [The Elimination Period is the later of: a) [V] calendar days; or b) [the date Your short-term Disability ends.][After the exhaustion of Your [accumulated sick leave][V].]

BENEFITS

[Monthly Benefit Percentage:	[V%]]
Maximum Monthly Benefit:	[\$V[, not to exceed [V%] of Your Basic Monthly Earnings]]
[Guarantee Issue Amount:	[\$V]]
[Minimum Monthly Benefit:	[\$V]]
[Maximum Benefit Period:	
Period	Age at Disability
	Maximum Benefit
	61 or less.....to age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;
	62.....Your SSNRA, or 3 years and 6 months, whichever is longer;
	63.....Your SSNRA, or 3 years and 6 months, whichever is longer;
	64.....Your SSNRA, or 3 years and 6 months, whichever is longer;
	65.....2 years;
	66.....1 year and 9 months;
	67.....1 year and 6 months;
	68.....1 year and 3 months;
	69 or older.....1 year.]
Own Occupation Definition:	[V] months][Own-Occupation to 65][Total]
[Physician Specialty Own Occ:	[Included]]
[Childcare Benefit:	[V]]
[COBRA Premium Reimbursement:	[\$V] for [V] months]

[Portability]:	[V]
[Cost of Living Adjustment (COLA):	[V% [for [V] years]]
[Earnings Freeze for Progressive Illness:	[V]
[Enhanced Disability Benefit:	[V]
[Family Care Benefit:	[V]
[Maximum Infectious or Contagious Disease Period:	[V]
[Minimum Indemnity:	[V]
[Retirement Income Protection:	[V]% not to exceed [\$V]
[Recovery Income Protection:	[V]
[Revenue Protection:	[V]% for [V] months, not to exceed [\$V]
[Survivor Benefit:	[V]
[Vocational Rehabilitation Benefit:	[Voluntary][V]%]

LIMITATIONS/EXCLUSIONS

[Alcohol/Drug Abuse/Substance Abuse Limitation:	[V]
[Mental Disorder Limitation:	[V]
[Pre-existing Condition Exclusion:	[V]

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

[For most [Employees],] *[Basic Monthly Earnings]* means Your average gross monthly earnings received from the [Policyholder][or [V]] during the Calendar Year immediately prior to the year in which Your Disability began. If You were [employed] with the [Policyholder][or [V]] for part of the previous Calendar Year, basic monthly earnings means Your average gross monthly earnings for the months worked while [employed] during that Calendar Year. If You were not [employed] with the [Policyholder][or [V]] during the previous Calendar Year, basic monthly earnings means Your average gross monthly earnings for the months [worked while employed]. Basic monthly earnings will be verified by premium We have received.

[Basic monthly earnings includes Your regular income in addition to [commissions,] [bonuses,] [overtime pay,] [[employee] contributions to Deferred Compensation plans,] [Differentials,] [housing allowance,] [car allowance,] [moving allowance,] [gains on exercise of [Policyholder] [or [V]]-provided stock options,] [V] and [other extra compensation] [received from the [Policyholder][or [V]]].]

Basic monthly earnings does not include [commissions,] [bonuses,] [overtime pay,] [[employee] contributions to Deferred Compensation plans or] [[Policyholder][or [V]] contributions to Deferred Compensation plans,] [Differentials,] [housing allowance,] [car allowance,] [moving allowance,] [[Policyholder][or [V]]-Provided Benefits,] [gains on exercise of [Policyholder] [or [V]]-provided stock options,][or income received from sources other than the [Policyholder][or [V]],] [V] and [other extra compensation] [received from the [Policyholder][or [V]]].

Proof of Earnings is required.]

[If You are paid under an annual contract,] *[Basic Monthly Earnings]* means 1/12th of the compensation received under Your annual contract with the [Policyholder][or [V]] in effect during the contract year immediately prior to the year in which Your Disability began. If You were [employed] with the [Policyholder][or [V]] for part of the previous contract year, basic monthly earnings means Your average gross monthly earnings for the months worked while [employed] during that contract year. If You were not [employed] with the [Policyholder][or [V]] during the previous contract year, basic monthly earnings means Your average gross monthly earnings for the months [worked while employed]. Basic monthly earnings will be verified by premium We have received.

Proof of Earnings is required.]

[For most [Employees],] *[Basic Monthly Earnings]* means Your average gross monthly earnings received from the [Policyholder][or [V]] during the Calendar Year immediately prior to the year in which Your Disability began. If You were [employed] with the [Policyholder][or [V]] for part of the previous Calendar Year, basic monthly earnings means Your average gross monthly earnings for the months worked while [employed] during that Calendar Year. If You were not [employed] with the [Policyholder][or [V]] during the previous Calendar Year, basic monthly earnings means Your average gross monthly earnings for the months [worked while employed]. Basic monthly earnings will be verified by premium We have received.

Basic monthly earnings is computed as:

- a) earnings shown in the income box of Your W-2 form, which reflects wages, tips, and other compensation; plus,
- b) Your pre-tax contributions to a Deferred Compensation plan for the same Calendar Year, if applicable; and
- c) Your pre-tax contributions to a Section 125 plan and flexible spending account for the same Calendar Year, if applicable.

Basic monthly earnings does not include income received from car allowance, housing allowance, moving allowance, [Policyholder][or [V]]-Provided Benefits, gains on exercise of [Policyholder] [or [V]]-provided stock options, or income received from sources other than the [Policyholder][or [V]].

Proof of Earnings is required.]

[If You are a partner,] *[Basic Monthly Earnings]* means Your average gross monthly earnings received from the [Policyholder] [or [V]] as a partner during the tax year immediately prior to the year in which Your Disability began. If You were [employed] with the [Policyholder] [or [V]] as a partner for part of the previous tax year, basic monthly earnings means Your average gross monthly earnings for the months worked while employed as a partner during that tax year. If You were not employed with the [Policyholder] [or [V]] as a partner during the previous tax year, basic monthly earnings means Your average gross monthly earnings for the months worked while employed as a partner. Basic monthly earnings will be verified by premium We have received.

If employed with the [Policyholder] [or [V]] as a partner during the previous tax year, basic monthly earnings is computed as earnings from the line which shows "Self-employment earnings (loss)" from Your Schedule K-1 of the partnership federal income tax return from the [Policyholder] [or [V]].

Proof of Earnings is required.]

[If the Policyholder [or [V]] is a subchapter S corporation and You are both a shareholder and Employee of such subchapter S corporation,] *[Basic Monthly Earnings]* means Your average gross monthly earnings received from the [Policyholder] [or [V]] both as a shareholder and Employee of such subchapter S corporation during the [two, three] tax year(s) immediately prior to the year in which Your Disability began. If You were both a shareholder and Employee of such subchapter S corporation for part of the previous [two, three] tax year(s), basic monthly earnings means Your average gross monthly earnings received from the [Policyholder] [or [V]] for the months in which You were both a shareholder and Employee of such subchapter S corporation during that period. If You were not both a shareholder and Employee of such subchapter S corporation for part of the previous [two, three] tax year(s), basic monthly earnings means Your average gross monthly earnings received from the [Policyholder] [or [V]] for the months during which You were both a shareholder and Employee of such subchapter S corporation. Basic monthly earnings will be verified by premium We have received.

Basic monthly earnings is based on the total of Your W-2 income and Your K-1 income received from the [Policyholder] [or [V]] over the [two, three] tax year(s) immediately prior to the year in which Your Disability began.

Basic monthly earnings is computed as:

- a) earnings shown in the income box on Your W-2 form, which reflects wages, tips, and other compensation; plus,
- b) earnings from the line of Your K-1 form which shows "Ordinary business income (loss)" from trade or business activities; plus
- c) Your pre-tax contributions to a qualified Deferred Compensation plan for the same Calendar Year[s], if applicable; and
- d) Your pre-tax contributions to a Section 125 plan and flexible spending account for the same Calendar Year[s], if applicable.

Basic monthly earnings does not include income received from car allowance, housing allowance, moving allowance, [Policyholder][or [V]]-Provided Benefits, gains on exercise of [Policyholder] [or [V]]-provided stock options, or income received from sources other than the [Policyholder][or [V]].

Proof of Earnings is required.]

[If You are a sole proprietor,] *[Basic Monthly Earnings]* means Your average gross monthly earnings received from the [Policyholder] [or [V]] as a sole proprietor during the [two, three] tax year(s) immediately prior to the year in which Your Disability began. If You were [employed] with the [Policyholder] [or [V]] as a sole proprietor for part of the previous [two, three] tax year(s), basic monthly earnings means Your average gross monthly earnings for the months worked while employed as a sole proprietor during that period. If You were not employed with the [Policyholder] [or [V]] as a sole proprietor for part of the previous [two, three] tax year(s), basic monthly earnings means Your average gross monthly

earnings for the months worked while employed as a sole proprietor. Basic monthly earnings will be verified by premium We have received.

Basic monthly earnings is computed as Net Profit (or Loss) as reported on the IRS Schedule C form received during the prior [two, three] tax year(s), divided by [12, 24, 36].

Proof of Earnings is required.]

[If the [Policyholder][or [V]] is a C corporation and You are both a shareholder and Employee of such a C corporation,] [Basic Monthly Earnings means Your average gross monthly earnings received from the [Policyholder] [or [V]] both as a shareholder and Employee of such C corporation during the [two, three] tax year(s) immediately prior to the year in which Your Disability began. If You were both a shareholder and Employee of such C corporation for part of the previous [two, three] tax year(s), basic monthly earnings means Your average gross monthly earnings received from the [Policyholder] [or [V]] for the months in which You were both a shareholder and Employee of such C corporation during that period. If You were not both a shareholder and Employee of a C corporation for part of the previous [two, three] tax year(s), basic monthly earnings means Your average gross monthly earnings received from the [Policyholder][or [V]] for the months during which You were both a shareholder and Employee of such C corporation. Basic monthly earnings will be verified by premium We have received.

Basic monthly earnings is based on the W-2 income received from the [[Policyholder][or [V]]] over the [two, three] tax year(s) immediately prior to the year in which Your Disability began.

Basic monthly earnings is computed as:

- a) earnings shown in the income box on Your W-2 form, which reflects wages, tips, and other compensation; plus,
- b) Your pre-tax contributions to a Deferred Compensation plan for the same Calendar Year[s], if applicable; and
- c) Your pre-tax contributions to a Section 125 plan and flexible spending account for the same Calendar Year[s], if applicable.

Basic monthly earnings does not include income received from car allowance, housing allowance, moving allowance, [Policyholder][or [V]]-Provided Benefits, gains on exercise of [Policyholder] [or [V]]-provided stock options, or income received from sources other than the [Policyholder][or [V]].

Proof of Earnings is required.]

[For most [Employees],] [Basic Monthly Earnings for salaried [Employees] means Your gross annual salary from the [Policyholder][or [V]] in effect on the day immediately prior to the date on which Your Disability began, divided by 12.]

[Basic Monthly Earnings for hourly [Employees] means Your hourly rate of pay from the [Policyholder][or [V]] in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per month[, not including overtime,] during the 12-month period immediately prior to the date on which Your Disability began. If You were [employed] with the [Policyholder][or [V]] for a period of less than 12 months, basic monthly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per month during that period[, not including overtime].]

[If You are not paid on a 12-month basis, Your basic monthly earnings will be based on Your contract rate of pay in effect on the day immediately prior to the date on which Your Disability began, divided by 12.]

Basic monthly earnings is verified by premium We have received.]

[Basic monthly earnings includes [commissions,] [bonuses,] [overtime pay,] [[employee] contributions to Deferred Compensation plans,] [Differentials,] [housing allowance,] [car allowance,] [moving allowance,] [gains on exercise of [Policyholder] [or [V]]-provided stock options][V] and [other extra compensation][received from the [Policyholder][or [V]]].]

Basic monthly earnings does not include [commissions,] [bonuses,] [overtime pay,] [[employee] contributions to Deferred Compensation plans] or [[Policyholder][or [V]] contributions to Deferred Compensation plans,] [Differentials,] [housing allowance,] [car allowance,] [moving allowance,] [[Policyholder][or [V]]-Provided Benefits,] [gains on exercise of [Policyholder] [or [V]]-provided stock options,][or income received from sources other than the [Policyholder][or [V]]] or [other extra compensation][received from the [Policyholder][or [V]]].

[[Commissions,] [bonuses,][Differentials] received from the [Policyholder][or [V]] will be averaged over the [12, 24, 36] months immediately prior to Your Disability, or, if employed less than [12, 24, 36] months, the number of months worked.]

Proof of Earnings is required.]

[For most [Employees],] [Basic Monthly Earnings means Your average gross monthly earnings received from the [Policyholder][or [V]] and verified by premium We have received during the [12, 24, 36] months immediately prior to the

date in which Your Disability began. If You were [employed] with the [Policyholder][or [V]] for a period less than [12, 24, 36] months, basic monthly earnings means Your average gross monthly earnings for the months worked during that period.

[Basic monthly earnings includes [commissions,] [bonuses,] [overtime pay,] [[employee] contributions to Deferred Compensation plans,] [Differentials,] [housing allowance,] [car allowance,] [moving allowance,] [gains on exercise of [Policyholder] [or [V]]-provided stock options,][V] and[other extra compensation][received from the [Policyholder][or [V]]].]

Basic monthly earnings does not include [commissions,] [bonuses,] [overtime pay,] [[employee] contributions to Deferred Compensation plans] or [[Policyholder][or [V]] contributions to Deferred Compensation plans,] [Differentials,] [housing allowance,] [car allowance,] [moving allowance,] [[Policyholder][or [V]]-Provided Benefits,] [gains on exercise of [Policyholder] [or [V]]-provided-stock options,][or income received from sources other than the [Policyholder][or [V]]] or [other extra compensation][received from the [Policyholder][or [V]]].

[[Commissions,] [bonuses,] [Differentials] received from the [Policyholder][or [V]] will be averaged over the [12, 24, 36] months immediately prior to Your Disability, or, if employed less than [12, 24, 36] months, the number of months worked.]

Proof of Earnings is required.]

[*Differentials* mean additional compensation You receive from the [[Policyholder][or [V]] for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead-nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extracurricular activities compensation; [and]
- j) on-call differentials[;
- k) V].]

Other Income Source(s) has the meaning set forth in the Other Income Sources provision of this Schedule.

[[*Policyholder*][or [V]- *Provided Benefits* means amounts paid by the [Policyholder][or [V]]for Your benefit or on Your behalf which are not included in Your regular compensation from the [Policyholder][or [V]], including, but not limited to, the [Policyholder][or [V]]'s:

- a) share of premium for insurance;
- b) share of payroll taxes; and
- c) match for any Deferred Compensation plan.]

Recurrent Disability means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Monthly Benefit under the Policy.

Reimbursement Agreement means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

[*Social Security Normal Retirement Age (SSNRA)* means Your normal retirement age under the U. S. Social Security Act determined as follows:

Year of Birth	Social Security Normal Retirement Age
[1937 or earlier.....	65 years;
1938	65 years and 2 months;
1939	65 years and 4 months;
1940	65 years and 6 months;
1941	65 years and 8 months;
1942	65 years and 10 months;
1943 through 1954.....	66 years;
1955	66 years and 2 months;
1956	66 years and 4 months;
1957	66 years and 6 months;

195866 years and 8 months;
 195966 years and 10 months;
 1960 or later.....67 years.]

NOTE: Your Social Security Normal Retirement Age may change subject to any changes to the U. S. Social Security Act.]

ELIMINATION PERIOD

[The Elimination Period is [V] [calendar] days.]

[The Elimination Period is the later of:

- a) [V] [calendar] days; or
- b) the date [Your short-term Disability ends][or][on which You have exhausted Your [accumulated sick leave][V].]

[For purposes of accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than [V] accumulated days during the Elimination Period; and
- b) days in which You return to work for a full work day as verified by [Policyholder] [or [V]] records will not count towards the Elimination Period.

The Elimination Period begins on the first day of Disability. [If You are working, the Elimination Period can be satisfied provided Your Disability does not stop for more than the number of accumulated days as shown above.] [If You are not continuously Disabled, the Elimination Period must be satisfied within a period of time which does not exceed two times the length of the Elimination Period; otherwise, a new Elimination Period will apply.] [Only days during a month in which You are unable to earn 20% or more of the daily equivalent of Basic Monthly Earnings will apply.]

RECURRENT DISABILITY

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within [180] [days] after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other [Policyholder][or [V]]-sponsored group long-term disability income policy or plan.

MONTHLY BENEFIT

Total Disability

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings, the Monthly Benefit while Disabled is the lesser of:

- a) [V] % of Your Basic Monthly Earnings, less Other Income Sources; or
- b) the Maximum Monthly Benefit, less any Other Income Sources.]

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings, the Monthly Benefit while Disabled is the Maximum Monthly Benefit, not to exceed [V%] of Your Basic Monthly Earnings, less any Other Income Sources.

[If You are Disabled and satisfy the Occupation Test and/or You are earning less than 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings under the Earnings Test, the Monthly Benefit while Disabled is the lesser of:

- a) [V] % of Your Basic Monthly Earnings, less Other Income Sources; or
- b) the Maximum Monthly Benefit, less any Other Income Sources.]

[If You are Disabled and satisfy the Occupation Test and/or You are earning less than 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings under the Earnings Test, the Monthly Benefit while Disabled is the Maximum Monthly Benefit, less any Other Income Sources.]

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings, the Monthly Benefit while Disabled is the lesser of:

- a) [V] % of Your Basic Monthly Earnings, less Other Income Sources, except any income benefits for which Your Spouse or Dependent Child are eligible under the U.S. Social Security Act are not included in Other Income Sources; or
- b) the Maximum Monthly Benefit, less any Other Income Sources.]

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings, the Monthly Benefit while Disabled is the Maximum Monthly Benefit, not to exceed [V%] of Your Basic Monthly Earnings, less any Other Income Sources. Any income benefits for which Your Spouse or Dependent Child are eligible under the U.S. Social Security Act are not included in Other Income Sources.]

[If You are Disabled and satisfy the Occupation Test and/or You are earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings under the Earnings Test, the Monthly Benefit while Disabled is the lesser of:

- a) [V] % of Your Basic Monthly Earnings, less Other Income Sources, except any income benefits for which Your Spouse or Dependent Child are eligible under the U.S. Social Security Act are not included in Other Income Sources; or
- b) the Maximum Monthly Benefit, less any Other Income Sources.]

[If You are Disabled and satisfy the Occupation Test and/or You are earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings under the Earnings Test, the Monthly Benefit while Disabled is the Maximum Monthly Benefit, not to exceed [V%] of Your Basic Monthly Earnings, less any Other Income Sources. Any income benefits for which Your Spouse or Dependent Child are eligible under the U.S. Social Security Act are not included in Other Income Sources.]

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings, the Monthly Benefit while Disabled is the lowest of:

- a) [V] % of Your Basic Monthly Earnings;
- b) [V] % of Your Basic Monthly Earnings, less Other Income Sources; or
- c) the Maximum Monthly Benefit.]

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings, the Monthly Benefit while Disabled is the lowest of:

- a) [V] % of Your Basic Monthly Earnings, less Other Income Sources, except any income benefits for which Your Spouse or Dependent Child are eligible under the U.S. Social Security Act not included in Other Income Sources;
- b) [V] % of Your Basic Monthly Earnings, less Other Income Sources; or
- c) the Maximum Monthly Benefit.]

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings, the Monthly Benefit while Disabled is the lesser of:

- a) [V]% of the first \$[V] of Basic Monthly Earnings, plus [V]% of the next \$[V] of Basic Monthly Earnings, less Other Income Sources; or
- b) the Maximum Monthly Benefit, less Other Income Sources.]

[If You are Disabled and earning less than 20% of Your [Indexed Pre-Disability][Basic Monthly] Earnings, the Monthly Benefit while Disabled is the lesser of:

- a) [V]% of the first \$[V] of Basic Monthly Earnings, plus [V]% of the next \$[V] of Basic Monthly Earnings, less Other Income Sources, except any income benefits for which Your Spouse or Dependent Child are eligible under the U.S. Social Security Act are not included in Other Income Sources; or
- b) the Maximum Monthly Benefit, less Other Income Sources.]

Partial Disability

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled and earn less than or equal to 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:

$$\frac{(A+D)}{B} \times C$$

A = Your Indexed Pre-Disability Earnings less any Current Earnings.

B = Your Indexed Pre-Disability Earnings.

C = The Monthly Benefit for Total Disability.

D = The amount of [Childcare] [Family Care] Expense You incur in accordance with the [Childcare][Family Care] Expense provision.]

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled and earn less than or equal to 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:

$$(A \text{ divided by } B) \times C$$

A = Your Indexed Pre-Disability Earnings less any Current Earnings.

B = Your Indexed Pre-Disability Earnings.

C = The Monthly Benefit for Total Disability.]

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled under the Occupation Test and/or You earn less than or equal to 20% of Your Basic Monthly Earnings under the Earnings Test, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:

$$\frac{(A+D)}{B} \times C$$

A = Your Indexed Pre-Disability Earnings less any Current Earnings.

B = Your Indexed Pre-Disability Earnings.

C = The Monthly Benefit for Total Disability.

D = The amount of [Childcare] [Family Care] Expense You incur in accordance with the [Childcare][Family Care] Expense provision.]

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled under the Occupation Test and/or You earn less than or equal to 20% of Your Basic Monthly Earnings under the Earnings Test, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:

$$(A \text{ divided by } B) \times C$$

A = Your Indexed Pre-Disability Earnings less any Current Earnings.

B = Your Indexed Pre-Disability Earnings.

C = The Monthly Benefit for Total Disability.]

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled and earn less than or equal to 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:
 - 1. the Monthly Benefit for Total Disability; plus 50% of the amount of [Childcare] [Family Care] Expense You incur in accordance with the [Childcare] [Family Care] Expense provision; minus
 - 2. 50% of the amount of Current Earnings.]

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled and earn less than or equal to 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:
 - 1. the Monthly Benefit for Total Disability; minus
 - 2. 50% of the amount of Current Earnings.]

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled under the Occupation Test and/or You earn less than or equal to 20% of Your Basic Monthly Earnings under the Earnings Test, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled under the Earnings Test and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:
 - 1. the Monthly Benefit for Total Disability; plus
 - 2. 50% of the amount of [Childcare][Family Care] Expense You incur in accordance with the [Childcare][Family Care] Expense provision; minus
 - 3. 50% of the amount of Current Earnings.]

[[As an incentive to work while Disabled, You will receive the Monthly Benefit for [V] months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for an aggregate of [V] months,][b]enefits will be paid according to the following:

- a) If You are Disabled under the Occupation Test and/or You earn less than or equal to 20% of Your Basic Monthly Earnings under the Earnings Test, We will pay the Monthly Benefit for Total Disability.
- b) If You are Disabled under the Earnings Test and earn more than 20% of Your Basic Monthly Earnings, We will pay the Monthly Benefit for Partial Disability as calculated below:
 - 1. the Monthly Benefit for Total Disability; plus
 - 2. 50% of the amount of Current Earnings.]

[As an incentive to work while Disabled, You will receive the Monthly Benefit for Total Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings; [plus]
- c) [the amount of [Childcare] [Family Care] Expense You incur in accordance with the [Childcare][Family Care] Expense provision;]

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit for Partial Disability will be reduced by that excess amount.]

[As an incentive to work while Disabled, You will receive the Monthly Benefit for Total Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings; [plus]
- c) [the amount of [Childcare] [Family Care] Expense You incur in accordance with the [Childcare][Family Care] Expense provision;]

exceeds 100% of Your Basic Monthly Earnings during the first [five] years that You receive a Monthly Benefit for Partial Disability.

After You have received a Monthly Benefit for Partial Disability for [five] years, You will continue to receive the Monthly Benefit for Partial Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Indexed Pre-Disability Earnings.

If the sum exceeds 100% in either case above, the Monthly Benefit for Partial Disability will be reduced by that excess amount.]

[INTEGRATION ABOVE 100% OF COMBINED EARNINGS

Your Monthly Benefit, as calculated above, will be reduced by the amount of any [salary continuance][, sick leave benefits][and][severance pay] for which You are eligible or that You receive from the [Policyholder][or [V]] that, when combined with Your Gross Monthly Benefit, exceeds 100% of Your [Indexed Pre-Disability Earnings][Basic Monthly Earnings]. The Monthly Benefit will be reduced by such amount to the extent the Monthly Benefit exceeds 100% of Your [Indexed Pre-Disability Earnings][Basic Monthly Earnings].]

[V]

MINIMUM BENEFIT

[As long as You are Disabled, Your Monthly Benefit will never be less than \$100,]

[As long as You are Disabled, Your Monthly Benefit will never be less than \$50,]

[As long as You are Disabled, Your Monthly Benefit will never be less than \$100 or 10% of the Gross Monthly Benefit, whichever is greater,]

[As long as You are Disabled, Your Monthly Benefit will never be less than \$100 or 15% of the Gross Monthly Benefit, whichever is greater,]

[As long as You are Disabled, Your Monthly Benefit will never be less than \$50 or 10% of the Gross Monthly Benefit, whichever is greater,]

[As long as You are Disabled, Your Monthly Benefit will never be less than 10% of the Gross Monthly Benefit,]

[V,]

unless We reduce the Monthly Benefit to recover an overpayment. If We reduce the Monthly Benefit to recover an overpayment, Your Monthly Benefit may be reduced to zero until We fully recover the overpayment.

When less than one month of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit.

[VOCATIONAL REHABILITATION BENEFIT

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by [5%, 10%].]

MAXIMUM BENEFIT PERIOD

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability	Maximum Benefit Period
61 or less.....	.....to age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;
62.....	.....Your SSNRA, or 3 years and 6 months, whichever is longer;
63.....	.....Your SSNRA, or 3 years and 6 months, whichever is longer;
64.....	..... Your SSNRA, or 3 years and 6 months, whichever is longer;
65.....	.....2 years;
66.....	.....1 year and 9 months;
67.....	.....1 year and 6 months;
68.....	.....1 year and 3 months;
69 or older.....	.....1 year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability	Maximum Benefit Period
59 or less .....	.....age 65;
60.....	.....60 months;

61.....	48 months;
62.....	42 months;
63.....	36 months;
64.....	30 months;
65.....	24 months;
66.....	21 months;
67.....	18 months;
68.....	15 months;
69 or over.....	12 months.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability

Maximum Benefit Period

59 or less.....	to Your SSNRA;
60 through 64.....	to Your SSNRA, or 5 years, whichever is longer;
65 through 69.....	to age 70, but not less than one year;
70 or over	one year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

The Maximum Benefit Period is 1 (one) year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability

Maximum Benefit Period

Under 65	to age 65, but not less than 1 year;
65 and over	1 year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability

Maximum Benefit Period

Under 70	to age 70, but not less than 1 year;
70 and over	1 year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability

Maximum Benefit Period

Under 68.....	2 years;
68	to age 70;
69 and over	1 year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability

Maximum Benefit Period

Under 67.....	3 years;
67 through 68	to age 70;
69 and over	1 year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability

Maximum Benefit Period

Under 65.....	5 years;
65 through 68	to age 70;
69 and over	1 year.]

[If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability

Maximum Benefit Period

Under 60.....10 years;
 60 through 68to age 70;
 69 and over1 year.]

[V]

[OTHER INCOME SOURCES

We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

- a) [Any amount under:
 1. a workers' compensation law;
 2. an occupational disease law;
 3. the Jones Act (46 U.S.C. Statute 688a) (1920)); or
 4. any other act or law of like intent of the laws described in 1, 2, or 3 above.]
- b) [Any amount under another [Policyholder][or [V]]-sponsored group short-term or long-term disability insurance policy or plan [or [Policyholder][or [V]]-sponsored individual short-term or long-term disability insurance policy or plan], except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.]
- c) [Any amount of disability income payments under any:
 1. state compulsory benefit act or law;
 2. government retirement system as a result of Your job with the [Policyholder] [or [V]]]; or]
 3. [work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.]
- d) [Any amount of benefits under the [Policyholder][or [V]]'s Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.]
- e) [Any benefits for You [or Your Spouse and Dependent Child] under:
 1. [the U.S. Social Security Act;]
 2. the Canada Pension Plan;
 3. the Quebec Pension Plan;
 4. the Railroad Retirement Act;
 5. any public employee retirement plan;
 6. any teachers' employment retirement plan; or
 7. any similar plan or act that provides:
 - a. disability benefits; or
 - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).]
- f) [Any amount payable as[;
 1. salary continuance, except
 - a. [paid time off (PTO) that is not specified as sick leave;]
 - b. vacation;
 - c. any earned time off program;]
 2. sick leave;][or
 3. severance allowance].]
- g) [Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement, or otherwise.]
- h) [Any amount from any unemployment insurance law or program.]

[V]

[EXPLANATION OF OTHER INCOME SOURCES

You must apply for and pursue Other Income Sources for which You are or may become eligible, including, but not limited to, Social Security disability[and/or dependent benefits], and do what is needed to obtain them. If Your application or claim for Other Income Sources is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for and pursued Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Source, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under such type of Other Income Source.

Other Income Sources that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 60 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Monthly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the [Policyholder][or [V]]'s contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Monthly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

- a) estimate Your Other Income Sources; and
- b) reduce Your Monthly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Monthly Benefit amount and refund any underpayment to You in a lump sum.]

[ASSISTANCE WITH FILING FOR SOCIAL SECURITY DISABILITY BENEFITS

We can arrange for advice regarding Your claim for Social Security disability benefits and assist You with Your application or appeal. In order to be eligible for assistance, You must be receiving Monthly Benefits from Us.

Receiving Social Security disability benefits may enable:

- a) You to receive Medicare after 24 months of disability payments;
- b) You to protect Your Social Security retirement benefits; and
- c) Your family to be eligible for Social Security disability benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

- a) helping You find appropriate representation;
- b) obtaining medical and vocational evidence; and
- c) reimbursing pre-approved case management expense.]

ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

[Actively Eligible, Active Eligibility] means a[n] [Member] is:

- a) eligible for insurance according to the [Policyholder][or [V]]'s rules of eligibility as approved by Our authorized representative in Our home office; and
- b) eligible for insurance under the Policy in accordance with the terms and conditions of this Eligibility section.

If the [Policyholder][or [V]]'s rules of eligibility for insurance conflict with any of the terms and conditions of this Eligibility section, the terms and conditions of this Eligibility section shall control. Any changes to the [Policyholder][or [V]]'s rules of eligibility after the Policy Effective Date will not be effective for purposes of becoming or remaining eligible for insurance under the Policy unless such changes have been approved by Our authorized representative in Our home office.]

[Actively Working, Active Work] means a[n] [Employee] is performing the normal duties of his or her regular job for the [Policyholder][or [V]] on a regular and continuous basis [[30] or more hours each [week]][[V]. A[n] [Employee] will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the [Employee] was actively working on the last preceding regular work day.]

Eligibility Waiting Period means a continuous period of Active [Work] that a[n] [Employee] must satisfy before becoming eligible for insurance as described in the When a[n] [Employee] Becomes Eligible for Insurance (Eligibility Waiting Period) provision.

[First Enrollment Period] means the [31]-day period following the day the [Employee] becomes eligible for insurance under the Policy or any Prior Plan.]

[Portability Period] means the period of time that is [31] days from the date Your insurance under the Policy ends.]

[Portability Policy] means any type of group or individual disability insurance policy customarily issued by Us for purposes of providing coverage after Your insurance under the Policy ends.]

[Prior Plan] means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the [Policyholder][or [V]] on the day before the Policy Effective Date.]

[Subsequent Enrollment Period] means any period of up to [31] consecutive calendar days designated for enrollment under the Policy by the [Policyholder][or [V]] and agreed to in writing by Our authorized representative in Our home office.]

Written Request means a request that is signed, dated, and submitted to the [Policyholder][or [V]]. The request must be on a form We supply or be in a form and content acceptable to Us.

[WHEN A[N] [EMPLOYEE] BECOMES ELIGIBLE FOR INSURANCE (ELIGIBILITY WAITING PERIOD)]

[A[n] [Employee] who is Actively [Working] on the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

[[A[n] [Employee] who is hired][An individual that becomes a[n] [Member]] after the Policy Effective Date becomes eligible for insurance under the Policy on the day the [Employee] begins Active [Work].]

[A[n] [Employee] who has completed an Eligibility Waiting Period of [30] [days] on or before the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

A[n] [Employee] who is not eligible for insurance under the Policy on the Policy Effective Date, or[a[n] [Employee] who is hired][an individual that becomes a[n] [Member]] after the Policy Effective Date, becomes eligible for insurance under the Policy on the day following completion of an Eligibility Waiting Period of [[30] [days].]

[V]

[If a[n] [Employee] is hired as a part-time[or temporary] [Employee] and subsequently changes to a regular Full-Time [Employee], any period of time spent as a part-time[or temporary] [Employee] will be used to satisfy the Eligibility Waiting Period.]

The day on which a[n] [Employee] becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.]

[ADDITIONAL COVERAGE REQUIREMENT

A[n] [Employee] must elect [V] insurance maintained or sponsored by the [Policyholder][or [V]] in order to be eligible for insurance under the Policy. If the [Employee] does not elect [V] insurance maintained or sponsored by the [Policyholder][or [V]], the [Employee] may not elect insurance under the Policy. If the [Employee]'s [V] insurance maintained or sponsored by the [Policyholder][or [V]] ends, insurance under the Policy shall also end.]

[CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively [Working] on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under this Policy if You:

- a) were covered under a Prior Plan on the day before the Policy Effective Date; and
- b) resume Active [Work].]

EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

[Prior Group Disability Plan Coverage Maintained by the [Policyholder][or [V]]

If You become insured under the Policy on the Policy Effective Date and were covered under a Prior Plan on the day before the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under the Prior Plan, giving consideration towards [continuous]time covered under both plans, We will pay the lesser of the benefit:
 - 1. that would have been paid under the Prior Plan; or
 - 2. payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or of the Prior Plan, no benefit under the Policy will be payable.]

[Prior Group Disability Plan Coverage Not Maintained by the [Policyholder][or [V]]

If You become insured under the Policy on the Policy Effective Date and were covered under an employer's group long-term disability plan provided by Your previous employer, and not maintained by the [Policyholder][or [V]], within [31 days] prior to the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under Your prior group disability plan, giving consideration towards [continuous]time covered under both plans, We will pay the lesser of the benefit:
 - 1. that would have been paid under Your prior group long-term disability plan; or
 - 2. payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or Your prior group long-term disability plan, no benefit under the Policy will be payable.

In order to qualify under this provision, You must provide the following supporting documentation within 31 days from the date We request this information:

- a) a copy of Your prior employer's long-term disability plan; and
- b) payroll records or other documentation verifying prior group long-term disability coverage under Your prior employer's plan.]

[Prior Individual Worksite Disability Plan Coverage

If You become insured under the Policy on the Policy Effective Date and were covered under an individual worksite disability plan obtained through the [Policyholder][or [V]] on the day before the Policy Effective Date, We will pay the benefit payable under the Policy. The Pre-existing Condition Exclusion provision of the Policy will not apply.]

WHEN INSURANCE BEGINS

[An eligible [Employee] must enroll for insurance by submitting a Written Request for insurance. The Written Request must be submitted to the [Policyholder][or [V]] within [31] days following the day the [Employee] become(s) eligible. If the Written Request for insurance is not submitted within [31] days following the day the [Employee] become(s) eligible for insurance, We will require Evidence of Insurability.]

An eligible [Employee] will become insured [for an amount of insurance that is in excess of the Guarantee Issue Amount] on[the first day of the month that[coincides with or] follows][the latest of] the day[:

- a) the [Employee] begins Active [Work][;
- b) the [Employee] submits a Written Request to enroll for insurance, if applicable[; or
- c) We approve Evidence of Insurability, if required].

If the [Employee] is not Actively [Working] on the day insurance would otherwise begin, insurance will begin on[the first day of the month that[coincides with or] follows] the day the [Employee] returns to Active [Work].

[An eligible [Employee] will become insured [for an amount of insurance in excess of the Guarantee Issue Amount] on[the first day of the month that[coincides with or] follows] the day We approve Evidence of Insurability.]

[V]

[Core Plan

A[n] [Employee] will become insured under the Core Plan on[the first day of the Policy month that[coincides with or] follows] the day the [Employee] becomes eligible, provided the [Employee] is Actively [Working] on that day. If the [Employee] is not Actively [Working] on that day, insurance will begin on [the first day of the month that[coincides with or] follows]the day the [Employee] returns to Active [Work].

Buy-Up Plan

A[n] [Employee] will become insured under the Buy-Up Plan on[the first day of the month that[coincides with or] follows] [the later of:]

- a) the day the [Employee] becomes eligible[; or
- b) the date a Written Request for the Buy-Up Plan is properly completed and signed by the [Employee];]

provided the [Employee] is Actively [Working] on that day. If the [Employee] is not Actively [Working] on that day, insurance will begin on[the first day of the month that[coincides with or] follows] the day the [Employee] returns to Active [Work].]

[Effective Date for a Maximum Monthly Benefit which is NOT in Excess of the Guarantee Issue Amount

An [Employee] will become insured for a Maximum Monthly Benefit which is NOT in excess of the Guarantee Issue Amount on[the first day of the month that[coincides with or] follows] the day the [Employee] becomes eligible, provided the [Employee] is Actively [Working] on that day. If the [Employee] is not Actively [Working] on that day, insurance will begin on[the first day of the month that[coincides with or] follows] the day the [Employee] returns to Active [Work].]

[Effective Date for a Maximum Monthly Benefit which is NOT in Excess of the Guarantee Issue Amount

If We receive a[n] [Employee]'s Written Request to enroll for insurance on or within 31 days following the day the [Employee] becomes eligible, the [Employee] will become insured for the Maximum Monthly Benefit NOT in excess of the Guarantee Issue Amount[on the later of:]

- a) [the first day of the month that[coincides with or] follows] the day the [Employee] becomes eligible[; or
- b) the day the Written Request is properly completed and signed by the [Employee];]

provided the [Employee] is Actively [Working] on that day. If the [Employee] is not Actively [Working] on that day, insurance will begin on[the first day of the month that[coincides with or] follows] the day the [Employee] returns to Active [Work].]

[Effective Date for a Maximum Monthly Benefit which is in Excess of the Guarantee Issue Amount

An [Employee] will become insured on[the first day of the month that[coincides with or] follows] the day We approve Evidence of Insurability for the Maximum Monthly Benefit applied for which is in excess of the Guarantee Issue Amount, provided the [Employee] is Actively [Working] on that day. If the [Employee] is not Actively [Working] on that day, insurance will begin on[the first day of the month that[coincides with or] follows] the day the [Employee] returns to Active [Work].]

[V]

EXCEPTIONS TO WHEN INSURANCE BEGINS

This provision does not apply if the [Employee] is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for a[n] [Employee] who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until [the first day of the month that[coincides with or] follows] the day after the [Employee] has completed one full day of Active [Work, Eligibility][and is no longer confined].

[THE FIRST ENROLLMENT PERIOD

A[n] [Employee] may elect insurance for him/herself during the [Employee]'s First Enrollment Period.

[If a[n] [Employee] does not elect insurance during the [Employee]'s First Enrollment Period, future elections may only be made in accordance with the Subsequent Enrollment Periods provision, or as otherwise provided under the When Election Changes Are Permitted provision.]]

[THE FIRST ENROLLMENT PERIOD FOR [BUY-UP, BUY-DOWN] PLAN

An eligible [Employee] must request insurance by submitting a Written Request.

A[n] [Employee]'s Written Request to enroll for insurance must be received within [31] days following the day the [Employee] becomes eligible.

If an eligible [Employee] does not elect the [Buy-Up, Buy-Down] disability insurance during the [Employee]'s First Enrollment Period, future elections may be made only during Subsequent Enrollment Periods.]

[PRE-EXISTING CONDITION EXCLUSION FOR BUY-UP PLAN

If the Buy-Up Plan is elected during a Subsequent Enrollment Period after the Core Plan[or the Buy-Down Plan] was elected, the Buy-Up Plan is subject to the Pre-existing Condition Exclusion provision of the Policy, as of the effective date of the Buy-Up Plan election.]

[PRE-EXISTING CONDITION EXCLUSION FOR CORE PLAN IF BUY-DOWN PLAN WAS PREVIOUSLY ELECTED

If the Core Plan is elected during a Subsequent Enrollment Period after a Buy-Down Plan was elected, the Core Plan is subject to the Pre-existing Condition Exclusion provision of the Policy, as of the effective date of the Core Plan election.]

[EVIDENCE OF INSURABILITY

Buy-Up Plan

If a[n] [Employee]'s Written Request to enroll for a Buy-Up Plan is received more than 31 days after the [Employee] becomes eligible, the [Employee] must provide Us with Evidence of Insurability. An eligible [Employee] will become insured on[the first day of the month that[coincides with or] follows] the day We approve coverage based on such evidence.

[If a[n] [Employee] was eligible for coverage under a Prior Plan but did not elect coverage under such plan, the [Employee] may enroll for a Buy-Up Plan if the [Employee] is otherwise eligible and provides Us with Evidence of Insurability. An eligible [Employee] will become insured on[the first day of the month that[coincides with or] follows] the day We approve coverage based on such evidence.]

[Core Plan If Buy-Down Plan Previously Elected

If the Core Plan is elected during a Subsequent Enrollment Period after a Buy-Down Plan was elected, the [Employee] must provide Us with Evidence of Insurability. An eligible [Employee] will become insured on[the first day of the month that[coincides with or] follows] the day We approve coverage based on such evidence.]]

[SUBSEQUENT ENROLLMENT PERIODS]

A[n] [Employee] may elect, drop, increase, decrease, or change insurance during a Subsequent Enrollment Period.]

[WHEN ELECTION CHANGES ARE PERMITTED]

[A[n] [Employee] may elect, drop, increase, decrease, or change insurance as allowed by the [Policyholder][or [V]]. Any election of or increase in insurance will require Evidence of Insurability.]

[The [Policyholder][or [V]] has chosen to provide these insurance benefits under a Section 125 cafeteria plan. A cafeteria plan permits You to pay Your share of the cost of insurance with pre-tax dollars and permits You to change Your election(s) only when specific life events occur, other than during an annual enrollment period. You may make an election change by submitting a Written Request to the [Policyholder][or [V]] within [31] days from the date of a life event.

Life events are described in the [Policyholder][or [V]]'s cafeteria plan. Contact the [Policyholder][or [V]] for information regarding the election changes that are permissible under the [Policyholder][or [V]]'s cafeteria plan.]]

CHANGES TO INSURANCE BENEFITS

Any allowable change in Your classification or amount of insurance, whether requested by You or the [Policyholder][or [V]], or as a result of the terms of the Policy, will take effect on [the later of][the first day of the month that[coincides with or] follows] the date of the request or the change[, or the first day of the month that[coincides with or] follows the day We approve any required Evidence of Insurability].

[If You are not Actively [Working] on the day any increase in insurance would otherwise take effect, the increase will become effective[the first day of the month that[coincides with or] follows] the day You return to Active [Work].

In no event will any change take effect during a period of Disability.]]

[V]

REINSTATEMENT OF INSURANCE

You may be eligible to reinstate insurance that has ended, in accordance with this provision. You must submit a Written Request to reinstate insurance within [31] days of Your return to Active [Work].

Reinstated insurance will take effect on[the later of][the first day of the month that[coincides with or] follows] the date of the Written Request[, or the first day of the month that[coincides with or] follows the day We approve any required Evidence of Insurability]. If You are not Actively [Working] on the day the reinstated insurance would otherwise take effect, insurance will become effective on[the first day of the month that[coincides with or] follows] the day You return to Active [Work].

[V]

[Non-Payment of Premium or Voluntary Termination of Insurance]

If insurance ended due to Your non-payment of premium or voluntary termination of insurance, We will require Evidence of Insurability to reinstate insurance.]

[Involuntary Reduction in Hours]

If insurance ended because the [Employee] was no longer Actively [Working] due to an involuntary reduction of hours worked, insurance may be reinstated without satisfying another Eligibility Waiting Period if the [Employee] returns to Active [Work] and there was no break in employment with the [Policyholder][or [V]] after the date insurance ended.]

[Rehired [Employee] Due to Layoff or Termination]

If insurance ended because the [Employee] was no longer Actively [Working] due to layoff or termination of employment with the [Policyholder][or [V]], insurance may be reinstated without satisfying another Eligibility Waiting Period if the [Employee] is rehired and returns to Active [Work] within [90] [days] from the date employment ended. All other Policy provisions, [including][except] the Pre-existing Condition Exclusion provision, will apply.]

[Reinstated [Member]]

If insurance ended due to Your loss of Active Eligibility status with the [Policyholder][or [V]], We will require Evidence of Insurability to reinstate insurance.]

[V]

WHEN INSURANCE ENDS

Insurance will end[on the earliest of the day][on the last day of the month in which the earliest of the following events occurs]:

- a) You are no longer eligible for insurance under the Policy;
- b) [insurance ends in accordance with the Additional Coverage Requirement provision;]
- c) You begin active duty in the Armed Forces, National Guard, or Reserves of any state or country (except for temporary active duty of [31] days or less);
- d) the Policy terminates; or
- e) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

EXCEPTIONS TO WHEN INSURANCE ENDS

If insurance for You ends but the Policy is in effect, You may be able to[continue or] obtain insurance under[the [Portability] provision.][one of the following provisions:]

- a) [Continuation of Insurance for[Layoff, Reduction in Hours, Leave, or Severance]
- b) [Continuation of Insurance During Disability] [(Waiver of Premium)]
- c) [Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)]
- d) [Portability]
- e) [V]

[CONTINUATION OF INSURANCE FOR[LAYOFF, REDUCTION IN HOURS, LABOR DISPUTE, LEAVE, OR SEVERANCE]

If there is a conflict between this provision and any other provision of the Policy, this provision shall control.

You may be able to continue insurance from the day You cease to be Actively [Working] in the event of[:]

- a) [a temporary involuntary layoff;]
- b) [a labor dispute;]
- c) [a temporary involuntary reduction in work hours to less than [30] hours each [week], but not less than [20] hours each [week];[or]
- d) [a leave of absence approved by the [Policyholder][or [V]] due to[:]
 - 1. [Your eligibility to receive or Your receipt of workers' compensation or occupational disease payments;]
 - 2. [a sabbatical leave of absence;][or]
 - 3. any personal reason].

In addition, the federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff, or termination. Contact the [Policyholder][or [V]] for additional information regarding any other continuation options that may be available.

[You may also be able to continue insurance from the day You cease to be Actively [Working] if You are entitled to and receive paid severance from the [Policyholder][or [V]]. Contact the [Policyholder][or [V]] to determine if this continuation option is available.]

Any insurance continued under this provision will be subject to the following conditions:

- a) Insurance may not be continued beyond the earliest of:
 - 1. [[12] [weeks];]
 - 2. [[12] [weeks] [end of the month[following the month]] [for][in which] Your temporary involuntary layoff [began];]
 - 3. [[12] [weeks] [end of the month[following the month]] [for][in which] a labor dispute [began];]
 - 4. [[12] [weeks] [end of the month[following the month]] [for][in which] Your temporary involuntary reduction in work hours [began];]
 - 5. [[12] [weeks] [end of the month[following the month]] [for][in which] Your leave of absence [began];]
 - 6. [[12][weeks] [the end of the month [following the month]] [for][in which] Your sabbatical leave of absence [began];][or]

7. the time period allowed by FMLA, USERRA, or applicable federal or state law that allows for continuation[; or
 8. the time period during which You receive paid severance].
- b) We must receive notification of the[labor dispute or] approved[layoff, reduction in hours, leave, or severance] from the [Policyholder][or [V]] within [31] days from the date You cease Active [Work];
 - c) We must continue to receive premium payment when due (premiums must be paid by You or on Your behalf); and
 - d) [[Basic Monthly Earnings] will be based on the first day of Your[layoff, reduction in hours, labor dispute, leave, or severance].]

Insurance under this provision will end on[the last day of the month which coincides with or follows] the earliest of the day:

- a) the time period in a) in the preceding paragraph has been satisfied;
- b) [Your temporary involuntary layoff becomes permanent, if insurance is continued under this provision due to Your temporary involuntary layoff;]
- c) You return to Active [Work];
- d) You begin full-time employment with an employer other than the [Policyholder][or [V]];
- e) the Policy terminates; or
- f) insurance ends in accordance with the Grace Period provision.

If continued insurance under this provision ends and You have not returned to Active [Work], You may be able to continue or obtain insurance under the [Portability] provision.

See the Options for Payment of Premium for Continued Insurance provision for premium payment options.]

[CONTINUATION OF INSURANCE DURING DISABILITY]

If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits[, except that premium must be paid during the Elimination Period]. [Premium][Any premium for Your insurance that is payable by You] will be waived from the first day of the month following the end of the Elimination Period through the last day of the month in which Your last disability benefit payment under the Policy is issued.] [The total amount of the premium due during the Elimination Period, for Your insurance that is paid by You, will be deducted from Your first Monthly Benefit payment.]]

[CONTINUATION OF INSURANCE DURING DISABILITY]

If You become Disabled, Your insurance will continue[with payment of premium] for as long as You are entitled to receive Monthly Benefits. [Any premium for Your insurance that is payable by You will be waived from the first day of the month following the date of Your approved Disability through the last day of the month in which Your last disability benefit payment under the Policy is issued.]

[CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)]

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff, or termination. Contact the [Policyholder][or [V]] for additional information regarding any other continuation options that may be available.]

[[PORTABILITY]

When [Employment][or][Class Membership] Ends

If group disability insurance ends because Your[employment or] membership in a class (as shown under Classification(s) on the Schedule) ends, You may apply for [portability] coverage.]

The [Portability] Policy does not provide the same insurance benefits You had while insured under the Policy and premiums will change. You may contact the [Policyholder][or [V]] or Us at any time for a description of the [portability] benefits available. The [Portability] Policy is subject to change.

When [Portability] Coverage is Available

[Portability] coverage is available when:

- a) You are under age [70];
- b) You are not Disabled;
- c) You are not retired;[
- d) You are not on a leave of absence;][
- e) You are not absent due to a labor strike;]
- f) You are not covered under any other similar individual or group disability coverage; and
- g) You were insured under the Policy (and the plan it replaced, if applicable) for at least [twelve] consecutive months immediately prior to the date Your[employment or] membership in a class ended.

How to Request Coverage Under This Provision

Coverage under the [Portability] Policy begins immediately after insurance under the Policy ends, provided You are eligible for [portability] and submit a Written Request within the [Portability] Period. Evidence of Insurability is not required unless an increased level of insurance is requested.

When [Portability] Coverage Ends

Insurance coverage provided under the [Portability] Policy will end in accordance with the terms of the [Portability] Policy.]

[[PORTABILITY]

When [Employment][or][Class Membership] Ends

If group disability insurance ends because Your[employment or] membership in a class (as shown under Classification(s) on the Schedule) ends, You have the right to continue group disability insurance under this provision.

The [Portability] Policy does not provide the same insurance benefits You had while insured under the Policy and premiums will change. You may contact the [Policyholder][or [V]] or Us at any time for a description of the benefits available under the [Portability] Policy. The [Portability] Policy is subject to change.

When [Portability] Coverage is Available

[Portability] coverage is available when:

- a) You are under age [70];
- b) You are not Disabled;
- c) You are not retired;[
- d) You are not on a leave of absence;][
- e) You are not absent due to a labor strike;]
- f) You are not covered under any other similar individual or group disability coverage; and
- g) You were insured under the Policy (and the plan it replaced, if applicable) for at least [twelve] consecutive months immediately prior to the date Your[employment or] membership in a class ended.

How to Request Continued Coverage Under This Provision

Coverage under the [Portability] Policy begins immediately after insurance under the Policy ends, provided You are eligible for [portability] and submit a Written Request within the [Portability] Period. Evidence of Insurability is not required unless an increased level of insurance is requested.

The [Portability] Policy

Group insurance continued under this provision is available under another group disability insurance policy (the "[Portability] Policy") issued by Us. The continued group insurance under the [Portability] Policy is available as a result of the [portability] rights that arise solely from the Policy, as arranged for You as an employee welfare benefit subject to the Employee Retirement Income Security Act of 1974, as amended.

When [Portability] Coverage Ends

Insurance coverage continued under this provision will end in accordance with the terms of the [Portability] Policy.]

LONG-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

[*Back or Neck Disorder* means any musculoskeletal or connective disorder of the back or neck including any disease or disorder of the cervical, thoracic, or lumbosacral back and its surrounding soft tissue including sprains and strains of joints and adjacent muscles.

Back or neck disorder does not include:

- a) spinal fractures;
- b) spinal tumors, malignancy, or vascular malformations;
- c) radiculopathies, documented by a nerve conduction study;
- d) spondylolisthesis, grade II or higher;
- e) myelopathies and myelitis documented by electromyogram;
- f) demyelinating diseases; or
- g) traumatic spinal cord necrosis.]

[*COBRA* means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.]

[*Good Cause* means documented physical or mental impairments that:

- a) render You incapable of rehabilitation;
- b) interfere with a medical program You are currently participating in; or
- c) conflict with any other program You are participating in that will enable You to return to active employment.]

[*Infectious or Contagious Disease* means a disease that falls within the criteria used by the Centers for Disease Control and Prevention (CDC), or its successor, for an infectious or contagious disease and which is life threatening to You or to other persons with whom You may come into contact.]

[*Infectious or Contagious Disease Elimination Period* means [30, 60, 90, 180] consecutive calendar days that must be satisfied before You are eligible to receive Your Infectious or Contagious Disease benefit. The infectious or contagious disease elimination period begins on the first day on which both of the following are satisfied:

- a) You test positive for an Infectious or Contagious Disease; and
- b) You are diagnosed with an Infectious or Contagious Disease.]

[*Medical Plan* means a program that:

- a) provides health insurance or medical coverage to a person; and
- b) You are eligible for as a result of employment with the [Policyholder] [or [V]].]

Medical plan does not include:

- a) accident-only or disability income insurance;
- b) limited scope dental or vision benefits;
- c) long-term care/nursing home care/home health care coverage or any combination thereof;
- d) Medicare supplement coverage;
- e) specified disease coverage;
- f) hospital confinement indemnity insurance; [or]
- g) other similar types of insurance coverage designed to provide limited, incidental, or supplemental benefits[.][;or]
- h) a health flexible spending arrangement as defined by the Internal Revenue Code, Section 106 c)2..]

[*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.]

[*Progressive Illness* means a non-infectious disease or disorder of indefinite duration which gradually leads to Disability as the disease or disorder progresses.]

[*Self-Reported Symptoms* mean the manifestations of Your condition which You tell Your Physician, that are not verifiable using diagnostic tests or procedures standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to: headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness, and loss of energy.]

[*Specific Condition* means [Mental Disorders,][Alcohol and Drug Abuse and/or Substance Abuse,] Back or Neck Disorders, chronic fatigue syndrome, carpal tunnel syndrome, or environmental allergic illness.]

LONG-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Monthly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

[CHILDCARE BENEFIT

We will offer an additional benefit amount of up to [\$350] per month for each Dependent Child under the age of [12]. The additional benefit amount will be included in the Monthly Benefit for Partial Disability formula described in the Schedule of this Certificate if:

- a) You have received a total of [12] months of disability benefits;
- b) You continue to be Disabled;
- c) You incur expenses for Childcare services; and
- d) We receive satisfactory proof of the Childcare expense incurred by You.

The Childcare benefit will not exceed 100% of Your Current Earnings.]

[COBRA PREMIUM REIMBURSEMENT BENEFIT

We will pay the [Policyholder] [or [V]] a monthly amount to be applied towards Your COBRA premium for coverage under the Medical Plan, provided You satisfy the conditions listed below. The amount of monthly COBRA premium reimbursement We pay will be equal to the lesser of:

- a) \$[100-1,000]; or
- b) the actual cost of coverage for Your COBRA continuance.

COBRA premium reimbursement benefits are paid in addition to any benefit You may receive under the Policy. Payment of COBRA premium reimbursement benefits will not result in any reduction to Your Disability Monthly Benefit. Benefits are only payable after You have satisfied the Elimination Period.

Benefits for COBRA premium reimbursement are subject to the following conditions:

- a) You must be Disabled and Monthly Benefits must be payable under the Policy;
- b) You were participating in the Medical Plan on the date Your Disability began;
- c) You must elect COBRA continuance under the Medical Plan; and
- d) You must provide Us with satisfactory proof on a quarterly basis that You are making any additional required premium payments to the [Policyholder] [or [V]] for COBRA continuance of coverage under the Medical Plan.

Benefits under this provision will end on the earliest of the day:

- a) Your COBRA continuance under the Medical Plan ends;
- b) You fail to give Us the required proof on a quarterly basis that You are making any additional required premium payments to the [Policyholder] [or [V]] for COBRA continuance;
- c) We have made [12 -36] monthly premium reimbursement payments; or
- d) Monthly Benefits end in accordance with any other provisions in the Policy.]

[COST OF LIVING ADJUSTMENT (COLA)

Beginning on the first anniversary of the date on which Monthly Benefit payments begin, a Cost of Living Adjustment (COLA) will be made to Your Monthly Benefit as defined in the Schedule. Your Monthly Benefit payable under the Policy will be increased by this cost of living adjustment which will be[the lesser of] [1-8%][or [one-half of] the percentage change in the Consumer Price Index (CPI-W)]. The percentage change in the CPI-W is the difference between the current year's CPI-W and the prior year's CPI-W divided by the prior year's CPI-W. These increases will continue annually thereafter[, for each of the next [four] anniversaries, (for a total of [five] adjustments)], as long as You are receiving Monthly Benefits. Cost

of living adjustments are not subject to the Maximum Monthly Benefit.] For purposes of calculating adjustments, the Monthly Benefit includes every prior year's cost of living adjustment.]

[EARNINGS FREEZE FOR PROGRESSIVE ILLNESS BENEFIT

Monthly Benefits upon Disability are calculated as a percentage of Your Basic Monthly Earnings based on the date You become Disabled. This provision protects the amount of Monthly Benefits You will receive upon Disability if over the course of a Progressive Illness, You experience a reduction in Your Basic Monthly Earnings.

Your Monthly Benefits will be calculated based upon the greater of:

- a) Basic Monthly Earnings based on the date You provide satisfactory proof to Us from Your Physician of Your diagnosis of the Progressive Illness; or
- b) Basic Monthly Earnings based on the date You become Disabled under the Policy.

You will be eligible for benefits in accordance with this provision if the following conditions are satisfied:

- a) You have been diagnosed with a Progressive Illness on or after the Policy Effective Date; and
- b) You provide Us satisfactory proof of such diagnosis from Your Physician.]

[ENHANCED DISABILITY BENEFIT[INCLUDING COLA]

We will pay an enhanced disability benefit if You are receiving a Monthly Benefit for Total Disability and We determine that You:

- a) are unable to perform two or more Activities of Daily Living without Direct Assistance; or
- b) are Cognitively Impaired and need Direct Assistance.

You must continue to provide satisfactory proof to Us that You are eligible to receive such benefit in accordance with the requirements of this provision.

The enhanced disability benefit is payable in addition to the Monthly Benefit for Total Disability You receive under the Policy.

The enhanced disability benefit is equal to [10-40]% of Your Basic Monthly Earnings up to the lesser of:

- a) the Maximum Monthly Benefit shown in the Schedule; or
- b) \$[5,000].

The enhanced disability benefit will not be subject to reduction by Other Income Sources.

[Enhanced Cost of Living Adjustment (COLA)

Beginning on the [first, fifth] anniversary of the date on which enhanced disability benefit payments begin, both the enhanced disability benefit and the Monthly Benefit payable under the Policy will be increased by the lesser of [1-8%] or the percentage change in the Consumer Price Index (CPI-W). The percentage change in the CPI-W is the difference between the current year's CPI-W and the prior year's CPI-W divided by the prior year's CPI-W. [These increases will continue annually thereafter, effective upon each succeeding anniversary of the date on which enhanced disability benefits began, as long as You are receiving enhanced disability benefits.] [These increases will continue annually thereafter, effective upon each succeeding anniversary of the date on which enhanced disability benefits began, as long as You are receiving enhanced disability benefits. The total annual increases that You will receive will not exceed five increases.] [These increases will continue annually thereafter, effective upon each succeeding anniversary of the date on which enhanced disability benefits began, as long as You are receiving enhanced disability benefits. The total annual increases that You will receive will not exceed ten increases.] For purposes of calculating adjustments, the Monthly Benefit includes every prior year's cost of living adjustment.

This Enhanced Cost of Living Adjustment provision will supersede and replace any other Cost of Living Adjustment provision contained in the Policy.]]

[FAMILY CARE BENEFIT

We will offer an additional benefit amount of up to [\$350] per month for each Qualifying Family Member. The additional benefit amount will be included in the Monthly Benefit for Partial Disability formula described in the Schedule if:

- a) You have received a total of [12] months of disability benefits;
- b) You continue to be Disabled;

- c) You incur expenses for Family Care services; and
- d) We receive satisfactory proof of the Family Care expense incurred by You.

The Family Care benefit will not exceed 100% of Your Current Earnings.]

[RECOVERY INCOME PROTECTION BENEFIT

Long-term disability benefits normally end when You are no longer Disabled; however, benefits will continue to be paid under this provision when You are no longer Disabled if the following conditions are satisfied:

- a) immediately prior to the date You are no longer Disabled You have received at least 6 months of continuous disability benefits and suffered an earnings loss of 20% or more of Your Basic Monthly Earnings during that period; and
- b) You are performing each of the Material Duties of Your Regular Occupation on a Full-Time basis for the [Policyholder][or [V]].

Benefits under this provision will end on the earliest of the day:

- a) You have received [3, 6, 12] monthly payments; or
- b) Your Current Earnings exceed 80% of Your [Indexed Pre-Disability][Basic Monthly] Earnings.

This benefit will be calculated according to the Monthly Benefit and Other Income Sources sections of this Certificate.]

[RETIREMENT INCOME PROTECTION BENEFIT

While You are receiving disability benefits under the Policy, an additional monthly benefit will be paid and deposited into a pension plan/savings and investment plan sponsored by the [Policyholder] [or [V]]. This benefit is payable only if, at the time Disability begins, the [Policyholder] [or [V]] contributes to Your pension plan/savings and investment plan. You must have been a participant in such plan for at least [V] month[s] prior to Your Disability.

If You are no longer eligible to participate in the [Policyholder] [or [V]]'s pension plan/savings and investment plan and You choose to roll over the funds in Your existing plan to another qualified pension, savings, or investment plan, We will then deposit this benefit into that plan on Your behalf. This benefit will not be payable, and payments will cease, when You are no longer eligible to participate in the [Policyholder] [or [V]]'s pension plan/savings and investment plan, if You choose not to roll over Your existing plan to another qualified pension plan/savings and investment plan.

If You are earning less than or equal to 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings in Your Regular Occupation or another occupation for the [Policyholder] [or [V]], the retirement income protection benefit equals [V %] of Your Basic Monthly Earnings not to exceed \$[V] or the maximum allowable by law.

If You are earning more than 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings in Your Regular Occupation or another occupation for the [Policyholder] [or [V]], We will pay the retirement income protection benefit as calculated below:

(A divided by B) multiplied by C

A = Your [Indexed Pre-Disability] [Basic Monthly] Earnings minus Your Current Earnings received while You are Disabled.

B = Your [Indexed Pre-Disability] [Basic Monthly] Earnings.

C = The benefit as calculated in a) above.

No reductions for Other Income Sources will be taken under this additional benefit.]

[REVENUE PROTECTION BENEFIT

While You are receiving disability benefits under the Policy, an additional monthly benefit will be paid up to [V] months to the [Policyholder][or [V]].

If You are earning less than or equal to 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings in Your Regular Occupation or another occupation for the [Policyholder][or [V]], the revenue protection benefit equals [V%] of Your Basic Monthly Earnings not to exceed \$[100-20,000] or the maximum allowable by law.

If You are earning more than 20% of Your [Indexed Pre-Disability] [Basic Monthly] Earnings in Your Regular Occupation or another occupation for the [Policyholder][or [V]], We will pay the revenue protection benefit as calculated below:

(A divided by B) multiplied by C

A = Your Indexed Pre-Disability Earnings minus Your Current Earnings received while You are Disabled.

B = Your Indexed Pre-Disability Earnings.

C = The benefit as calculated in a) above.

No reductions for Other Income Sources will be taken under this additional benefit.

Five or Fewer [Employees]

If there are five or fewer [Employees] insured for this benefit as of Your date of Disability, the following Pre-existing Condition exclusion applies to You.

The revenue protection benefit will be excluded for any Disability:

- a) caused by, attributable to, or resulting from a Pre-existing Condition; and
- b) which begins in the first [12] months after the Policy Effective Date.

For purposes of this provision, a Pre-existing Condition means any Injury or Sickness for which You received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the [three] months just prior to the Policy Effective Date.

Three or Fewer [Employees]

In addition to the above Pre-existing Condition exclusion, if there are three or fewer [Employees] insured for this benefit, You must submit an application and Evidence of Insurability to Us for approval. This will be at Your expense. You will become insured for the revenue protection benefit on the later of:

- a) the Policy Effective Date, if We have given You Our written approval prior to that date; or
- b) the day We give You Our written approval.]

[SURVIVOR BENEFIT]

We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died:

- a) after being Disabled; and
- b) while receiving or eligible to receive a Monthly Benefit under the Policy.

The survivor benefit will be payable as a lump sum amount equal to [three, six] times Your [Gross] Monthly Benefit for the month immediately prior to Your death.

If a survivor benefit is payable to Your Dependent Child and, if there is more than one such Dependent Child, then the survivor benefit will be divided equally among such Dependent Children.

If payment becomes due to Your Dependent Child or Dependent Children, the payment will be made to:

- a) Your Dependent Child; or
- b) a person legally authorized to receive payments on the Dependent Child's or Dependent Children's behalf. This payment will be valid and effective against all claims by the Dependent Child or Dependent Children or by others representing or claiming to represent such Dependent Child or Dependent Children.]

If there are no Eligible Survivors, the survivor benefit will be paid to Your estate.

Any payment made in good faith will fully discharge Us to the extent of the payment.]

[[VOLUNTARY] VOCATIONAL REHABILITATION BENEFIT

If You are Disabled and are receiving disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of [voluntary] vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience, and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Occupation;
- b) You must have the physical and mental capability to complete a rehabilitation program; and
- c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician, and the [[Policyholder]] or [V]]. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of Us, You, and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

[Either We, Your Physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without Good Cause will result in reduction or termination of disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.]

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation, and any continued benefit payments.

While You are a participant in an IWRP, Monthly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Monthly Benefits will be assessed at the completion of the IWRP.]

[INFECTIOUS OR CONTAGIOUS DISEASE BENEFIT

The Infectious or Contagious Disease benefit protects You if You experience a reduction in Your Current Earnings but are not Disabled. If You meet the conditions set forth in this provision, Infectious or Contagious Disease benefits will be payable, provided You have satisfied the Infectious or Contagious Disease Elimination Period. Benefits under this provision will be payable on a monthly basis during the Maximum Infectious or Contagious Disease Period shown in the Schedule.

The amount of Your Infectious or Contagious Disease benefit will be calculated as follows:

(A divided by B) multiplied by C equals D

- A = Your [Indexed Pre-Disability] [Basic Monthly] Earnings less any Current Earnings.
- B = Your [Indexed Pre-Disability] [Basic Monthly] Earnings.
- C = Your Monthly Benefit for Total Disability.
- D = Your Infectious or Contagious Disease Benefit.

For an Infectious or Contagious Disease benefit to be payable, You must provide acceptable proof to Us that satisfies the following conditions:

- a) You are diagnosed with, test positive for, and currently have an Infectious or Contagious Disease on or after the Policy Effective Date;
- b) You have never refused to be immunized for the Infectious or Contagious Disease for which You are claiming benefits;
- c) You are unable to generate at least 80% of Your Basic Monthly Earnings during the Infectious or Contagious Disease Elimination Period.
- d) One or more of the following has happened as a result of Your testing positive for and being diagnosed with an Infectious or Contagious Disease:
 - 1. Your license to practice Your Regular Occupation has been revoked; or
 - 2. You have limitations or restrictions imposed on You by a licensing board, law, or regulation in order to maintain Your license to practice Your Regular Occupation; or
 - 3. You lose patients as a result of voluntary or involuntary disclosure of Your testing positive for and being diagnosed with an Infectious or Contagious Disease.

Benefits under this provision will end[on the earliest of the day]] on the last day of the month in which the earliest of the following events occurs]:

- a) You no longer have an Infectious or Contagious Disease;
- b) the disease for which You tested positive is no longer an Infectious or Contagious Disease;
- c) the Maximum Infectious or Contagious Disease Benefit Period shown in the Schedule has ended;
- d) You become eligible for Monthly Benefits because You are Disabled;
- e) You are not working to Your Maximum Capacity on either a Full-time or part-time basis;
- f) You no longer meet any of the conditions for the receipt of Infectious or Contagious Disease benefits;

- g) You have been incarcerated or imprisoned for [31] days or longer;
- h) We have paid You [12] Infectious or Contagious Disease benefit payments, if You reside outside the U.S., its territories, or possessions[, or Canada]. You will be considered to reside outside of the U.S., its territories, or possessions[, or Canada] if You have been outside of the U.S., its territories, or possessions[, or Canada] for a total period of six months or more during any twelve-consecutive-month period; or
- i) You die.

For purposes of the Infectious or Contagious Disease benefit offered under this provision, Basic Monthly Earnings will be calculated based on the date You meet the conditions for receipt of Infectious or Contagious Disease benefits, rather than the date of Disability and the words "Monthly Benefit" in the definition of Current Earnings will be replaced with the words "Infectious or Contagious Disease Benefit."

If You are receiving benefits under this provision, no other benefits are payable.]

[MINIMUM INDEMNITY BENEFIT FOR ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT]

If You incur an Injury which results in any of the following losses within 100 days after the date of the Injury, We will pay an amount equal to the Monthly Benefit for Total Disability for the number of monthly payments shown after You have submitted acceptable proof of loss to Us. If the Injury causes more than one loss, We will pay the benefit for the one loss for which the largest number of monthly payments is shown. We will pay this benefit from the date of loss whether or not You are Disabled.

This benefit is not in addition to any other benefits payable under the Policy. This benefit will be calculated according to the Monthly Benefit and Other Income Sources sections of this Certificate. No benefits under this provision will be payable after the date of Your death.

<u>[For Loss of]</u>	<u>Number of Monthly Payments</u>
Sight of Both Eyes	[46]
Both Hands.....	[46]
Both Feet.....	[46]
One Hand and One Foot	[46]
One Hand and Sight of One Eye.....	[46]
One Foot and Sight of One Eye	[46]
One Hand or One Foot.....	[23]
Sight of One Eye.....	[15]
Thumb and Index Finger of Either Hand.....	[12]

Loss of hands and feet mean severance of at least four whole fingers from one hand or severance of the foot above the ankle joint. Loss of sight means total and permanent loss of sight of the eye which cannot be corrected by any means. Loss of thumb and index finger means severance at or proximal to the metacarpophalangeal joints (the joints that connect the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body.]]

LIMITATIONS

[Alcohol and Drug Abuse and/or Substance Abuse]

If You are Disabled and Your Disability is a result of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of [12, 24] months[per occurrence] [while insured under the Policy], unless You are confined as resident inpatient in a Hospital due to Your dependency at the end of that [12, 24]-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.]

[Mental Disorder]

If You are Disabled and Your Disability is a result of a Mental Disorder, Your benefits will be limited to a total of [12, 24] months[per occurrence] [while insured under the Policy], unless You are confined as a resident inpatient in a Hospital due to Your Mental Disorder at the end of that [12, 24]-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.]

[Self-Reported Symptoms]

If Your Disability is primarily based on Self-Reported Symptoms, Your benefits will be limited to [V] months while You are under Regular and Appropriate Care and Treatment for Your Disability, unless You are confined as a resident inpatient in a Hospital due to Self-Reported Symptoms at the end of that [V]-month period. The Monthly Benefit will be paid during the confinement.

If You are Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.]

[Specific Conditions]

If You are Disabled because of a Specific Condition, Your benefits will be limited to [V] months while You are under Regular and Appropriate Care and Treatment for Your Disability, unless You are confined as a resident inpatient in a Hospital due to Back or Neck Disorder or another Specific Condition at the end of that [V]-month period. The Monthly Benefit will be paid during such confinement.

If You are Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.]

WHEN DISABILITY BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide Us satisfactory proof of continuous Disability;
- e) You fail to provide Us satisfactory Proof of Earnings;
- f) You have been incarcerated or imprisoned for [31] days or longer;
- g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;
- i) You are able to return to work with the [Policyholder][or [V]] on a part-time or Full-Time basis and do not do so; or
- j) We have paid You [12] Monthly Benefit payments, if You reside outside the U.S., its territories, or possessions[, or Canada]. You will be considered to reside outside the U.S., its territories, or possessions[, or Canada] if You have been outside the U.S., its territories, or possessions[, or Canada] for a total of six months or more during any twelve-consecutive-month period during which You were continuously Disabled. [If You return to Your country of citizenship while receiving Monthly Benefit payments, You may be able to receive Monthly Benefit payments beyond [12] payments if the following requirements are satisfied:
 - 1. You must submit any requested medical documentation in English. All costs incurred with obtaining and translating this medical documentation must be paid by You.
 - 2. If requested, You must return to the U.S. for ongoing medical evaluation. All travel costs and expenses associated with Your return must be paid by You. If travel to the U.S. is detrimental to Your health, then We may send a medical representative to evaluate You. All reasonable costs and expenses including, without limitation, travel and lodging expenses, for this medical representative to evaluate You must be paid by You.]

If You are eligible to receive disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

[PRE-EXISTING CONDITION EXCLUSION]

A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the [3] months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first [12] months after You are continuously insured under the Policy.]

[PRE-EXISTING CONDITION EXCLUSION]

A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the [3] months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition until the earlier of:

- a) the day after a [3]-month period has passed from the time You were continuously insured under the Policy and during which no treatment or service was received for that condition; or
- b) the day after a [12]-month period has passed from the time You were continuously insured under the Policy.]

[PRE-EXISTING CONDITION EXCLUSION]

A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken within 30 days prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition until You have performed all of the Material Duties of Your Regular Occupation:

- a) on Your Full-Time work schedule immediately prior to Your Disability; and
- b) for at least five consecutive days after You become insured under the Policy.]

[PRE-EXISTING CONDITION EXCLUSION FOR INCREASED MAXIMUM MONTHLY BENEFIT]

Any amount of insurance in excess of \$[V] that becomes effective on [V] will be excluded for any Disability:

- a) caused by, attributable to, or resulting from a Pre-existing Condition; and
- b) which begins in the first [12] months after [V].

For purposes of this provision, a Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the [3] months prior to [V].]

EXCLUSIONS

We will not pay benefits for any Disability or loss which:

- a) [results from an act of declared or undeclared war or armed aggression [limited to biological, chemical, and nuclear events];]
- b) [results from Your Participation in a Riot or Your commission of or attempt to commit a felony[or any type of assault or battery];]
- c) [results, whether You are sane or insane, from:
 - 1. an intentionally self-inflicted Injury or Sickness; or
 - 2. attempted suicide;]
- d) [results from Alcohol and Drug Abuse and/or Substance Abuse[, except as specifically provided in the Limitations section];]
- e) [results from a Mental Disorder[, except as specifically provided in the Limitations section];]
- f) is caused by Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;
- g) occurs while You are incarcerated or imprisoned for any period exceeding [31] days; or
- h) is solely a result of a loss of a professional license, occupational license, or certification.

PREMIUM PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

[PAYMENT OF PREMIUMS THROUGH PAYROLL DEDUCTION]

[You are responsible for the payment of premiums for Your insurance under the Policy.]

[You are responsible for the payment of Your share of the premiums for Your insurance under the Policy.]

Premiums will be automatically deducted from Your paychecks by the [Policyholder][or [V]], then remitted to Us, as authorized by You during the enrollment process. Please contact the [Policyholder][or [V]] for information regarding Your paycheck deductions.

Payment of premium does not guarantee eligibility for coverage or benefits.]

[PAYMENT OF PREMIUMS THROUGH ELECTRONIC FUNDS TRANSFER]

You are responsible for the payment of premiums for Your insurance under the Policy.

Premiums will be automatically deducted from an account You designate through electronic funds transfer (EFT). The first premium is due to Us on [MM/DD/YYYY]. Subsequent premiums are due on the[[first] day of each subsequent month][V].

If there is an error or problem with the EFT process, or if there are insufficient funds in the account You designate, premium payments must be made to Our home office or to a location We designate, using a payment method We accept.

Payment of premium does not guarantee eligibility for coverage or benefits.]

[OPTIONS FOR PAYMENT OF PREMIUM FOR CONTINUED INSURANCE]

When insurance is continued We must receive premium payment when due for insurance to remain effective. Premium payment may be made in the following ways:

- a) the [Policyholder][or [V]] may pay the premiums;[or]
- b) You may pay premium to the [Policyholder][or [V]] who will then submit premium to Us[; or
- c) You may pay premium directly to Us].

[Contact the [Policyholder][or [V]] to determine which option is available to You.]

[Contact the [Policyholder][or [V]] to determine whether option a) or b) is available to You. If neither option is available, You should contact the [Policyholder][or [V]] for information regarding the process for submitting premium directly to Us.]

Payment of premium does not guarantee eligibility for coverage or benefits.]

GRACE PERIOD

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of [31] days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the [31]-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the [Policyholder][or [V]] provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

PREMIUM CHANGES

If You request a change in the amount of insurance, [the [Policyholder][or [V]]][We] will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, [the [Policyholder][or [V]]][We] will provide You with notice of the change at least [31] days prior to the date of the change.

Premium amounts will change if[:]

- a) [You reach the [Attained Age] of the next higher age band in the premium rate structure for the Policy;]
- b) premium rates under the Policy are changed.

[Attained Age means the age of the Insured Person as of the Policy Anniversary that coincides with or follows the Insured Person's birthday. For example, if an Insured Person's 50th birthday is on [March 1, 2010] and the Policy Anniversary is [January 1], the Insured Person will reach the attained age of 50 on [January 1, 2011].]

PAYMENT OF CLAIMS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to:

[Policyholder] [or [V]] Claim Contact Name]
[Policyholder] [or [V]] Claim Contact Address 1]
[Policyholder] [or [V]] Claim Contact Address 2]
[Policyholder] [or [V]] Claim Contact City, State Zip]

You will be responsible for any fees charged by Your Physician for completing a claim form.

CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:

[Mutual of Omaha Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-877-5176]

PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us, or obtained on Our website. A request for a claim form should be made within [20] days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within [15] days of Your request, You can provide a written[or verbal] statement to Us, stating:

- a) that You are under Regular and Appropriate Care and Treatment;
- b) the appropriate documentation of Your job duties at Your Regular [Occupation, Job] and Your [Basic Monthly Earnings];
- c) the date Your Disability began;
- d) the cause of Your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular [Occupation, Job]; and
- f) the name and address of any attending Physician, Hospital, or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within [90] days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that [90]-day period; and
- b) proof is furnished as soon as reasonably possible[, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.]

Proof of continued Disability, Regular and Appropriate Care and Treatment, and any Other Income Sources must be given to Us, upon request. This proof must be received within 45 days of Our request. If it is not, benefits may be denied or suspended.

ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

[V]

MODE OF PAYMENT FOR DISABILITY

Disability benefits will be paid by Us [monthly] after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

REFUND TO US

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error We make in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including, without limitation, reducing or withholding Your Monthly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

AUTHORITY TO INTERPRET POLICY

By purchasing the Policy, the [Policyholder] [or [V]] grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the [Policyholder][or [V]], You, or any other third party. [Our interpretation of the Policy as to the amount of benefits and eligibility shall be binding and conclusive on all persons.]

The [Policyholder] [or [V]] further grants Us the authority to delegate to third parties, including, without limitation, [Mutual of Omaha Insurance Company], and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The [Policyholder] [or [V]] expressly grants such third party the full discretionary authority granted to Us under the Policy.

You or Your beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, You or Your beneficiary's claim for benefits is denied or ignored, in whole or in part, You or Your beneficiary may file suit, and a court will review Your or Your beneficiary's eligibility or entitlement to benefits under the Policy.

The [Policyholder] [or [V]], as Plan sponsor, agrees that the [Policyholder] [or [V]] retains full responsibility for the legal and tax status of its benefits program and releases Us from all responsibility for the reporting and the employment-based design of the program and from all other responsibilities not accepted in writing by Our authorized representative in Our home office.

[Policy benefits will be paid only if We determine, in Our discretion, that the claimant is entitled to benefits under the terms of the Policy (see the ERISA Summary Plan Description for additional information included with this Certificate).]

STANDARD PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

- a) the Policy;
- b) the [Policyholder] [or [V]]'s signed application attached to the Policy; and
- c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the [Policyholder] [or [V]] both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require Your consent; and
- b) must be:
 - 1. in writing;
 - 2. made a part of the Policy; and
 - 3. signed by Our authorized representative in Our home office.

A change may affect any class of [Employees] included in the Policy.

INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than three years after the date proof of loss is required.

GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate. The definitions set forth below shall apply to both the singular and plural versions of the defined term.

[*Activities of Daily Living* means the basic activities of daily living consisting of the following self-care tasks:

- a) bathing – the ability to wash oneself in the tub or shower or by sponge bath from a basin with or without equipment or devices;
- b) dressing and undressing – the ability to put on and take off all items of clothing and any necessary braces or artificial limbs;
- c) eating - the ability to feed oneself;
- d) transferring – the ability to transfer from bed to chair, and back; from sitting to standing and back, with or without the aid of equipment or devices;
- e) toileting – the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to adjust clothing; and
- f) continence - the ability to voluntarily control bowel and bladder function, or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.]

[*Alcohol and Drug Abuse and/or Substance Abuse* means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as an alcohol or drug-related condition or disease.]

[*Buy-Down Plan* means the reduced amount of insurance elected by You. [V.]]

[*Buy-Up Plan* means the additional amount of insurance elected and paid for by You. [V.]]

[*Calendar Year* means the 12-month period beginning on January 1 of each year and ending on December 31 of the same year.]

Certificate means this document that describes the benefits, terms, conditions, exclusions, and limitations of the insurance provided under the Policy.

[*Childcare* means care provided for children on a regular basis for daily periods of less than [12-24] hours, whether the care is for daytime or nighttime hours. This care must be provided by an adult other than You or a person who is part of Your Family.]

[*Cognitively Impaired* means confusion or disorientation resulting from deterioration or loss in intellectual capacity as measured and confirmed by cognitive tests satisfactory to Us, including, but not limited to: neuropsychiatric evaluations and the Mini Mental State Examination (MMSE).]

[*Consumer Price Index (CPI-W)* means the index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of a typical urban wage earner's and clerical worker's purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally-published index that is comparable to the CPI-W.]

[*Core Plan* means the amount of insurance paid for by the [Policyholder][or [V]]. [V.]]

Current Earnings means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of [Indexed Pre-Disability Earnings] [Basic Monthly Earnings] allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.

Deferred Compensation means contributions You make through a salary reduction agreement with the [Policyholder] or [V]] to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

Dependent Child means:

- a) Your natural born or legally adopted child;
- b) Your stepchild[or child of Your domestic or civil union partner or equivalent] living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married[, in a domestic partnership, in a civil union partnership, or equivalent as recognized and allowed by federal law, or by state law in a child's state of residence];
- b) a child who has been legally adopted by another person; or
- c) a child:
 - 1. temporarily living in Your home;
 - 2. placed in Your home by a social service agency which retains control over the child; or
 - 3. who has a natural parent in a position to exercise parental responsibility and control.

[*Direct Assistance* means that continuous assistance or verbal direction is required to be able to safely and completely perform the Activities of Daily Living as certified by Your Physician.]

[*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred, in which You satisfy either the Occupation Test or the Earnings Test. You need to satisfy only one test in order to be considered disabled.

Occupation Test means:

- a) [during the first [V] [month][year][s],]You are prevented from performing at least one of the Material Duties of Your Regular Occupation[; and
- b) after [a Monthly Benefit has been paid for][V] [month][year][s], You are unable to perform at least one of the Material Duties of any Gainful Occupation.]

Earnings Test means You are unable to generate Current Earnings which exceed 80% of Your Basic Monthly Earnings in Your Regular Occupation or any Gainful Occupation.]

[*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or Full-Time basis; and
- b) after the Elimination Period, You are:
 - 1. prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or Full-Time basis; and
 - 2. unable to generate Current Earnings which exceed [60, 80, 99]% of Your Basic Monthly Earnings due to that same Injury or Sickness.]

[After a Monthly Benefit has been paid for [V] years, *Disability* and *Disabled* mean You are unable to perform all of the Material Duties of any Gainful Occupation.]

[After a Monthly Benefit has been paid for [V] years, You must satisfy one of the following conditions:

- a) You reach Your Social Security Normal Retirement Age (SSNRA) prior to the end of Your first [V] years of Monthly Benefits and You are unable to perform all of the Material Duties of any Gainful Occupation; or
- b) as a result of Your Injury or Sickness, it was determined that Your disability under the U.S. Social Security Act began prior to the end of Your first [V] years of Monthly Benefits and Your Social Security disability payments continue.]

[After a Monthly Benefit has been paid for [V] years, *Disability* and *Disabled* mean that:

- a) Either:
 - 1. You are unable to safely and completely perform two or more Activities of Daily Living; or
 - 2. You are Cognitively Impaired and need Direct Assistance; and
- b) You are unable to generate Current Earnings which exceed [V]% of Your Basic Monthly Earnings due to that same Injury or Sickness.]

[*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred as a result of which You are unable to perform all of the Material Duties of any Gainful Occupation and are unable to work full-time.]

[Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the [Policyholder] [or [V]].]

[*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.]

[*Elimination Period* means the number of days of Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.]

[[*Employee*] means a person who is:

- a) a citizen or permanent resident of the U.S.[or Canada];
- b) [lawfully and legally able to work in the U.S. pursuant to applicable federal and state laws;]
- c) [receiving compensation from the [Policyholder][or [V]] for work performed for the [Policyholder][or [V]] at:
 - 1. the [Policyholder][or [V]] 's usual place of business;
 - 2. an alternative work site at the direction of the [Policyholder][or [V]]; or
 - 3. a location to which the employee must travel to perform the job;][and]
- d) [V].

[If a person is an employee of [V] and receives compensation and otherwise is Actively Working, such person shall be considered an employee for purposes of determining eligibility and becoming insured under the Policy, even though such person is not employed by the [Policyholder][or [V]].]

A[n] [employee] does not include a person[:]

- a) who resides outside the U.S.[or Canada] for a period in excess of [12] consecutive months unless written approval has been received from Our authorized representative in Our home office[:][or]
- b) [working on a seasonal or temporary basis;][or]
- c) [performing services for the [Policyholder][or [V]]][as an independent contractor, including persons whose income is reported on a 1099 form][or][subject to the terms of a leasing agreement between the [Policyholder][or [V]] and a leasing organization]].]

[*Evidence of Insurability* means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams, or written documentation, as required by Us.]

[*Family* means Your Spouse, a Dependent Child, parents of You or Your Spouse, grandparents of You or Your Spouse, and brothers and sisters of You or Your Spouse.]

[*Family Care* means care, supervision, and/or support provided for a Qualifying Family Member on a regular basis for daily periods of less than [12-24] hours, whether the care is for daytime or nighttime hours. This care must be provided by an adult other than You or a person who is part of Your Family.]

Full-Time means working the required number of hours to be considered a full-time Employee of the [Policyholder][or [V]].

[*Gainful Occupation* means an occupation for which You are reasonably fitted by training, education, or experience, and provides or can be expected to provide You with Current Earnings at least equal to [80] % of Basic Monthly Earnings within 12 months of Your return to work.]

[*Gainful Occupation* means an occupation for which You are reasonably fitted by training, education, or experience, and provides or can be expected to provide You with Current Earnings at least equal to Your Gross Monthly Benefit within 12 months of Your return to work.]

[*Gainful Occupation* means an occupation for which You are reasonably fitted by training, education, or experience, and provides or can be expected to provide You with Current Earnings within 12 months of Your return to work, that is at least equal to:

- a) [[85%] of Your [Basic Monthly] [Indexed Earnings] Earnings][Your Gross Monthly Benefit], if You are working; or
- b) [[60%] of Your [Basic Monthly] [Indexed Earnings] Earnings][Your Gross Monthly Benefit], if You are not working.]

[*Gross Monthly Benefit* means Your Monthly Benefit amount before any reduction for Other Income Sources and Current Earnings.]

[*Guarantee Issue Amount* means the amount of disability insurance We may issue without requiring Evidence of Insurability as shown on the Schedule.]

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house, or board and care facility.

[*Indexed Pre-Disability Earnings* means Your Basic Monthly Earnings increased on the first anniversary of Monthly Benefits and each subsequent anniversary by the lesser of 10% or the percentage increase in the Consumer Price Index (CPI-W). The percentage increase in the CPI-W is the difference between the current year's CPI-W and the prior year's CPI-W divided by the prior year's CPI-W.[A maximum of [5] adjustments may be made.]]

[*Indexed Pre-Disability Earnings* means Your Basic Monthly Earnings increased on the [first] anniversary of Monthly Benefits and each subsequent anniversary by [7][1-10] %.[A maximum of [5][1-10] adjustments may be made.]]

Injury means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

Material Duties means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than the required Full-Time hours per week in itself to be a part of material duties. [One of the material duties of Your Regular Occupation is the ability to work for an employer on a Full-Time basis.]

[*Maximum Capacity* means, based on Your medical restrictions and limitations:

- a) during the first [V] [month][year][s] of disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
- b) after [V] [month][year][s] of disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education, training, or experience.]

[*Maximum Capacity* means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Occupation.]

Maximum Monthly Benefit means the maximum dollar amount of disability benefit You may receive per month as shown in the Schedule.

Medically Necessary means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

[*Mental Disorder* means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental disorder. Not included in this definition are conditions or diseases related to Alcohol and Drug Abuse and/or Substance Abuse.]

Monthly Benefit means the amount of disability benefit You may receive per month as described in the Schedule.

Our, We, Us means United of Omaha Life Insurance Company.

Physician means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM), or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) [a naturopathic doctor;]
- b) [an acupuncturist;]
- c) [a physician in training;]
- d) [V;] or
- e) You, Your Spouse, any person who lives with You, a child, brother, sister, or parent of You or Your Spouse.

Plan Administrator means the person or entity designated as the plan administrator for the [Policyholder][or [V]]'s group disability welfare benefit plan.

Policy means the group policy issued to the [Policyholder] [or [V]] by Us, including this Certificate.

Policy Anniversary means [January 1] of each Policy Year.

Policy Effective Date means [January 1, 2011].

Policy Year means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

[Policyholder][or [V]]'s Retirement Plan means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with the [Policyholder] [or [V]].

Proof of Earnings means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules, and attachments, if applicable;
- b) payroll records; and
- c) any other records We request.

[Qualifying Family Member] means:

- a) a Dependent Child under the age of [12]; or
- b) a member of Your Family living with You who is mentally or physically handicapped and dependent upon You for support and maintenance.]

Regular and Appropriate Care and Treatment means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

Regular Occupation means the occupation You are routinely performing when Your Disability begins. Your regular occupation is not limited to Your specific position held with the [Policyholder] [or [V]], but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with another service or other information [that We determine] to be of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

[[Regular][Usual] Occupation, for a doctor of medicine, means the general specialty or sub-specialty in which You are practicing when Your Disability begins and for which You are board-certified by the American Board of Medical Specialties to practice medicine. If the sub-specialty in which You are practicing is not recognized by the American Board of Medical Specialties, You will be considered practicing in the general specialty category.]

Retirement Plan means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
 - 1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
 - 2. Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.]

Sickness means a disease, disorder, or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

Spouse means the person to whom You are legally married[, or Your domestic partner, civil union partner, or equivalent,] as recognized and allowed by federal law, or by state law in Your state of residence. [V].

You, Your means the [Employee] who is insured under the Policy.

SERFF Tracking Number: MUTM-127188082 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 48900
Company Tracking Number: MIKE DILORENZO
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: 2011 LTD & STD Rewrite- 12345GCB-LTD-EZ 11
Project Name/Number: 2011 LTD & STD Rewrite-/12345GCB-LTD-EZ 11

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR Read Cert.pdf	Approved-Closed	06/14/2011

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: Not required for this filing. Comments:	Approved-Closed	06/14/2011

	Item Status:	Status Date:
Satisfied - Item: Actuarial Memo Comments: Attachment: Actuarial Memo LTD_NF.pdf	Approved-Closed	06/14/2011

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variability Comments: Attachment: Memorandum of Variability - LTD [NSL].pdf	Approved-Closed	06/14/2011

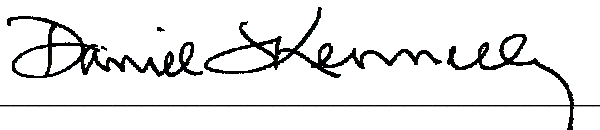
CERTIFICATION

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
12345GCB-LTD-EZ 11	Certificate	50.1

*This score was achieved by removing language or terminology entitled to be excepted by your state's readability regulation.

Date: May 26, 2011



Daniel J. Kennelly
Vice President , Chief Compliance and Ethics Officer

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



Memorandum of Variability

All Forms

Formatting variable to the extent that we may change ordered list form items (a), (b) and (c) to (1), (2) and (3), or to bullet points, if so requested. Each variable section, statement or field is denoted by [brackets]. Bracketed text is intended to: (1) be in or out of the form; (2) have variable ranges; or (3) contain case specific information as described in this memorandum.

Form 12345GCB-LTD-EZ 11

Entire Form	
Bracketed sections, provisions, paragraphs, phrases, words.	Will print if selected by policyholder, if type of coverage is included, or relevant to plan (ie retiree plan, employee plan, member plan).
[Employee]	Employee is bracketed throughout this form so that we may insert the nomenclature for members of the group. Employee is standard. Other examples include Associate, Member, Partner, etc.
[Policyholder][or [V]]	Policyholder is bracketed throughout the forms so that we may insert the nomenclature for the policyholder if requested. Policyholder is standard, but others might be used. For example, "employer." "Or V" is variable throughout this form because an entity to the policyholder may also be accountable for managing eligibility for the employee population. In these circumstances, both the policyholder and the additional entity need to be represented in the contract language. The "V" could be the employee or member's employer, or it could be the name of a specific employer, or could be a generic benefits administrator.
Certificate of Insurance section	
Variable Statements/Fields	How or When Used
[Mutual of Omaha Plaza] [Omaha, Nebraska 68175]	Home Office Location bracketed to accommodate a change in location. Any change in address will be submitted to the Department on an informational basis prior to use.
[GVTL]-[XXXX]	Number used by United of Omaha to identify the Policyholder's contract.
[Policyholder Legal Name]	Insert the legal name of the policyholder.
Officer Signatures and Titles	Variable to indicate the company will update this information automatically, without resubmitting for filing review. In the

	event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Schedule section	
<i>Variable Statements/Fields</i>	<i>How or When Used</i>
<p>POLICY INFORMATION provision</p> <ul style="list-style-type: none"> • [Policyholder Legal Name] • [MM/DD/YY] • [XXXX] • Policy Year • Classification • Minimum Work Hours Required • Eligibility Waiting Period • Elimination Period 	<p>Legal name of policyholder will print. Effective date of policy will print. Insert number to identify the group. Appropriate timeframe will print. Insert class description. Insert if work hours are required. Range is 10-60. Range is 0-365. Insert one of the two elimination periods. Elimination Period 1 - Range is 30-720. - Insert type of day; ie. calendar or work Elimination Period 2 - Range is 30-720. - Insert non-standard language requested by policyholder.</p>
<p>BENEFITS provision</p> <p>Monthly Benefit Percentage</p> <ul style="list-style-type: none"> • [60] <p>Maximum Monthly Benefit</p> <ul style="list-style-type: none"> • [\$6,000] • [60%] <p>Guaranteed Issue Amount</p> <ul style="list-style-type: none"> • [\$10,000] <p>Minimum Monthly Benefit</p> <ul style="list-style-type: none"> • [\$V] <p>Maximum Benefit Period</p> <ul style="list-style-type: none"> • Period <p>Own Occupation Definition</p> <ul style="list-style-type: none"> • [24] <p>Childcare Benefit</p> <ul style="list-style-type: none"> • [Included] <p>Cobra Premium Reimbursement</p> <ul style="list-style-type: none"> • [\$500] • [24] <p>Conversion</p> <ul style="list-style-type: none"> • Conversion • [Included] <p>COLA</p> <ul style="list-style-type: none"> • [10%] • [10] <p>Earnings Freeze for Progressive Illness</p> <ul style="list-style-type: none"> • [Included] <p>Enhanced Disability Benefit</p> <ul style="list-style-type: none"> • [Included] <p>Family Care Benefit</p> <ul style="list-style-type: none"> • [Included] <p>Maximum Infection or Contagious Disease Period</p> <ul style="list-style-type: none"> • [Included] <p>Minimum Indemnity</p> <ul style="list-style-type: none"> • [Included] <p>Retirement Income Protection</p>	<p>Range is 10-100.</p> <p>Range is 100-30,000. Range is 10-100.</p> <p>Range is 1,000-20,000.</p> <p>Include the Minimum Monthly Benefit option selected. Include the Maximum Benefit Period selected.</p> <p>Range is 6-72.</p> <p>"Included" will print if selected.</p> <p>Range is 100-1000. Range is 12-36.</p> <p>Either conversion or portability will print. "Included" will print if selected.</p> <p>Range is 1-20. Range is 1-20.</p> <p>"Included" will print if selected.</p> <p>"Included" will print if selected.</p> <p>"Included" will print if selected.</p> <p>"Included" will print if selected.</p> <p>5 years, 10 years or SAAOS will print.</p> <p>"Included" will print if selected.</p>

<ul style="list-style-type: none"> • [10%] • [\$10,000] Recovery Income Protection <ul style="list-style-type: none"> • [10] Revenue Protection <ul style="list-style-type: none"> • [30] • [10] • [\$7,000] Survivor Benefit <ul style="list-style-type: none"> • [8] Vocational Rehabilitation Benefit <ul style="list-style-type: none"> • [7] 	Range is 3-24. Range is 100-20,000. Range is 3-24. Range is 10-70. Range is 3-24. Range is 1,000-15,000. Range is 3-12. Range is 5-10%.
LIMITATIONS/EXCLUSIONS provision <ul style="list-style-type: none"> • [24] • [24] • [pre-ex definition] 	Range is 1-60 months. Range is 1-60 months. Include pre-ex definition.
DEFINITIONS provision Basic Monthly Earnings definitions <ul style="list-style-type: none"> • 10 definitions Basic Monthly Earnings definition 1 <ul style="list-style-type: none"> • [employed] • [V] Basic Monthly Earnings definition 2 <ul style="list-style-type: none"> • [employed] • [worked while employed] Basic Monthly Earnings definition 3 <ul style="list-style-type: none"> • [employed] • [worked while employed] Basic Monthly Earnings definition 5 <ul style="list-style-type: none"> • [two] • [employed] • [two] • [two] • [two] Basic Monthly Earnings definition 6 <ul style="list-style-type: none"> • [two] • [employed] • [two] • [two] • [two] • [24] Basic Monthly Earnings definition 7 <ul style="list-style-type: none"> • [two] • [employed] • [two] • [two] • [employed] • [two] Basic Monthly Earnings definition 9 <ul style="list-style-type: none"> • [employed] 	Appropriate definition will print. One or more definitions may print depending on the type of insureds - hourly employees, salaried employees, partnerships, S corporations, C corporations, and/or proprietorships. Employed or eligible will print. Include any non-standard requirements as requested by the policyholder. Employed or eligible will print. Worked while "employed" or "eligible" will print. Employed or eligible will print. Worked while "employed" or "eligible" will print. Range is one-five. Employed or eligible will print. Range is one-five. Range is one-five. Range is one-five. Range is one-five. Employed or eligible will print. Range is one-five. Range is one-five. Range is one-five. Range is 12-60. Range is one-five. Employed or eligible will print. Range is one-five. Range is one-five. Employed or eligible will print. Range is one-five. Employed or eligible will print.

<ul style="list-style-type: none"> • [12] • [12] <p>Basic Monthly Earnings definition 10</p> <ul style="list-style-type: none"> • [12] • [employed] • [12] • [12] • [12] <p>Differentials definition</p> <ul style="list-style-type: none"> • [V] <p>Social Security Normal Retirement Age definition</p> <ul style="list-style-type: none"> • Entire definition • Chart 	<p>Range is 12-60. Range is 12-60.</p> <p>Range is 12-60. Employed or eligible will print. Range is 12-60. Range is 12-60. Range is 12-60.</p> <p>Include any non-standard requirements as requested by the policyholder.</p> <p>Include if SSNRA is included with the Benefit Duration. Update if Social Security ages are changed.</p>
<p>ELIMINATION PERIOD provision</p> <ul style="list-style-type: none"> • [90] • [calendar] • [90] • [calendar] • [V] • [90] 	<p>Range is 30-720. Calendar or work will print. Range is 30-720. Calendar or work will print. Include any non-standard requirements as requested by the policyholder. Range is 10-360.</p>
<p>RECURRENT DISABILITY provision</p> <ul style="list-style-type: none"> • [180] • [days] 	<p>Range is 1-360. Days, weeks or months will print.</p>
<p>MONTHLY BENEFIT provision</p> <p>Total disability</p> <ul style="list-style-type: none"> • 12 different Total Disability monthly benefit paragraphs. <p>Total Disability 1</p> <ul style="list-style-type: none"> • [60] <p>Total Disability 2</p> <ul style="list-style-type: none"> • [60%] <p>Total Disability 3</p> <ul style="list-style-type: none"> • [60] <p>Total Disability 5</p> <ul style="list-style-type: none"> • [60] <p>Total Disability 6</p> <ul style="list-style-type: none"> • [60%] <p>Total Disability 7</p> <ul style="list-style-type: none"> • [60] <p>Total Disability 8</p> <ul style="list-style-type: none"> • [60%] <p>Total Disability 9</p> <ul style="list-style-type: none"> • [60] • [60] <p>Total Disability 10</p> <ul style="list-style-type: none"> • [60] • [60] <p>Total Disability 11</p> <ul style="list-style-type: none"> • [60] • [10,000] • [60] • [7,000] 	<p>One of the 12 paragraphs will print depending on plan chosen by policyholder.</p> <p>Range is 10-100.</p> <p>Range is 10-100.</p> <p>Range is 10-100.</p> <p>Range is 10-100.</p> <p>Range is 10-100.</p> <p>Range is 10-100.</p> <p>Range is 10-100.</p> <p>Range is 10-100. Either 60 or 70 will print.</p> <p>Range is 10-100. Either 60 or 70 will print.</p> <p>Range is 10-100. Range is 100-30,000. Range is 10-100. Range is 100-30,000.</p>

Eligibility section	
Variable Statements/Fields	How or When Used
Bracketed sections, provisions, paragraphs, phrases, words.	Will print if selected by policyholder, if type of coverage is included, or relevant to plan (ie retiree plan, employee plan, member plan).
[Conversion]	Conversion or Portability will be used.
[Convert]	Convert or Port will be used.
[Employee]	Employee is bracketed throughout this form so that we may insert the nomenclature for members of the group. Employee is standard. Other examples include Associate, Member, Partner, etc.
[Member]	Member is bracketed throughout this form so that we may insert the nomenclature for members of the group.
[Policyholder][or [V]]	Policyholder is bracketed throughout the forms so that we may insert the nomenclature for the policyholder if requested. Policyholder is standard, but others might be used. For example, "employer." "Or V" is variable throughout this form because an entity to the policyholder may also be accountable for managing eligibility for the employee population. In these circumstances, both the policyholder and the additional entity need to be represented in the contract language. The "V" could be the employee or member's employer, or it could be the name of a specific employer, or could be a generic benefits administrator. Either "Working," "Work," "Eligibility" or "Eligible" will print depending on definition used.
[Working], [Work]	
DEFINITIONS section	
Actively Working, Active Work definition <ul style="list-style-type: none"> • [30] • [week] • [V] 	Range is 10-60. Either "week," "month," "quarter" or "year" will print. Insert non-standard language for active work hours if requested by policyholder.
Conversion Period definition <ul style="list-style-type: none"> • [31] 	Range is 1-120
First Enrollment Period definition <ul style="list-style-type: none"> • [31] 	Range is 1-120.
Portability Period definition <ul style="list-style-type: none"> • [31] 	Range is 1-120
Subsequent Enrollment Period definition <ul style="list-style-type: none"> • [1] 	Range is 1-120.
WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR	

INSURANCE (ELIGIBILITY WAITING PERIOD) section <ul style="list-style-type: none"> • [30] • [days] • [V] 	Range is 1-365. Either "days," "weeks," "months" or "years" will print. Include non-standard eligibility language if requested by policyholder.
ADDITIONAL COVERAGE REQUIREMENT section <ul style="list-style-type: none"> • [V] 	Insert applicable coverage.
EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE section Prior Group Disability Plan Coverage Not Maintained by the Policyholder <ul style="list-style-type: none"> • [31 days] 	Range is 20-60.
WHEN INSURANCE BEGINS section <ul style="list-style-type: none"> • [31] • [31] • [V] Effective Date for a Maximum Monthly Benefit which is in Excess of the Guarantee Issue Amount <ul style="list-style-type: none"> • [V] 	Range is 1-120. Range is 1-120. Include non-standard language if requested by policyholder. Include non-standard language if requested by policyholder.
THE FIRST ENROLLMENT PERIOD FOR BUY-UP PLAN <ul style="list-style-type: none"> • [BUY-UP] • [31] • [Buy-Up, Buy-Down] 	Either buy-up or buy-down will print. Range is 1-120. Either buy-up or buy-down will print.
WHEN ELECTION CHANGES ARE PERMITTED provision <ul style="list-style-type: none"> • [31] 	Range is 1-120.
CHANGES TO INSURANCE BENEFITS section <ul style="list-style-type: none"> • [V] 	Include non-standard language if requested by policyholder.
REINSTATEMENT OF INSURANCE section <ul style="list-style-type: none"> • [31] • [V] • [90][days] • [V] 	Range is 1-120. Include non-standard language if requested by policyholder. Range is 1-365. Either "days," "weeks," "month" or "months" will print. Include non-standard language if requested by policyholder.
WHEN INSURANCE ENDS section <ul style="list-style-type: none"> • [31] 	Range is 1-120.
EXCEPTIONS TO WHEN INSURANCE ENDS section <ul style="list-style-type: none"> • [V] 	Include non-standard language if requested by policyholder.
CONTINUATION OF INSURANCE FOR [LAYOFF, REDUCTION IN HOURS, LEAVE OR SEVERANCE] <ul style="list-style-type: none"> • Heading • [30] • [week] • [20] • [week] • [12][weeks] • [layoff, reduction in hours, leave or severance] 	Include appropriate continuation references. Range is 10-60. Either "day," "week," "month," "quarter" or "year" will print. Range is 1-60. Either "day," "week," "month," "quarter" or "year" will print. Range is 1-365. Either "days," "weeks," "month," "months," "year" or "years" will print. Appropriate continuation references will

<ul style="list-style-type: none"> • [31] • [Basic Monthly Earnings] 	print. Range is 1-120. Monthly or Weekly earnings will print.
CONVERSION section When Conversion Coverage is Available <ul style="list-style-type: none"> • [70] • [twelve] When Benefits Under this Provision End <ul style="list-style-type: none"> • [6] • [6] • [31] 	Range is 50-100. Range is 6-24. Range is 6-24. Range is 6-24. Range is 1-120.
Long-Term Disability Benefits section	
<i>Variable Statements/Fields</i>	<i>How or When Used</i>
DEFINITIONS section Infection or Contagious Disease Elimination Period definition <ul style="list-style-type: none"> • [90] 	Range is 30-360.
CHILDCARE BENEFIT section <ul style="list-style-type: none"> • [\$350] • [12] • [12] 	Range is \$100-1,000. Range is 10-26. Range is 1-24.
COBRA PREMIUM REIMBURSEMENT BENEFIT section <ul style="list-style-type: none"> • [500] • [12] 	Range is 100-1,000. Range is 12-36.
COST OF LIVING ADJUSTMENT (COLA) section <ul style="list-style-type: none"> • [3] • [four] • [five] 	Range is 1-10%. Range is 2-19. Range is 3-20.
ENHANCED DISABILITY BENEFIT section <ul style="list-style-type: none"> • [20] • [5,000] Enhanced Cost of Living Adjustment (COLA) provision <ul style="list-style-type: none"> • [First] • [3%] 	Range is 10-40. Range is 1,000-5,000. Range is First-Fifth. Range is 1-10%.
FAMILY CARE BENEFIT section <ul style="list-style-type: none"> • [\$350] • [12] 	Range is \$100-1,000. Range is 1-24.
RECOVERY INCOME PROTECTION BENEFIT section <ul style="list-style-type: none"> • [6] 	Range is 1-12.
RETIREMENT INCOME PROTECTION BENEFIT section <ul style="list-style-type: none"> • [three] • [10%] • [\$5,000] 	Range is one-six. Range is 1-50. Range is 100-20,000.
REVENUE PROTECTION BENEFIT section <ul style="list-style-type: none"> • [3] • [60%] • [\$5,000] Five or Fewer Employees provision <ul style="list-style-type: none"> • [12] • [three] 	Range is 1-36. Range is 1-70%. Range is \$100-20,000. Range is 3-24. Range is three-twelve.
SURVIVOR BENEFIT section <ul style="list-style-type: none"> • [three] 	Range is three-twelve.
INFECTIOUS OR CONTAGIOUS DISEASE BENEFIT	

section <ul style="list-style-type: none"> • [31] • [12] 	Range is 31-90. Range is 12-36.
MINIMUM INDEMNITY BENEFIT FOR ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT section Table <ul style="list-style-type: none"> • [46] • [46] • [46] • [46] • [46] • [46] • [46] • [23] • [15] • [12] 	Will print if this coverage is included. Include additional loss benefits as needed. Range is 6-72. Range is 6-72. Range is 6-72. Range is 6-72. Range is 6-72. Range is 6-72. Range is 6-72. Range is 6-72. Range is 6-72.
LIMITATIONS section Alcohol and Drug Abuse and/or Substance Abuse provision <ul style="list-style-type: none"> • [24] • [24] Mental Disorder provision provision <ul style="list-style-type: none"> • [24] • [24] Self-Reported Symptoms provision <ul style="list-style-type: none"> • [12] • [12] Specific Conditions provision <ul style="list-style-type: none"> • [12] • [12] 	Range is 12-48. Range is 12-48. Range is 12-48. Range is 12-48. Range is 12-24. Range is 12-24. Range is 12-24. Range is 12-24.
WHEN DISABILITY BENEFITS END section <ul style="list-style-type: none"> • [31] • [12] • [12] 	Range is 31-90. Range is 12-36. Range is 12-36.
PRE-EXISTING CONDITION EXCLUSION section 1st Pre-existing condition exclusion section <ul style="list-style-type: none"> • [3] • [12] 2nd Pre-existing condition exclusion section <ul style="list-style-type: none"> • [3] • [3] • [12] 	One of the three PRE-EXISTING CONDITION EXCLUSION sections will print depending on what the policyholder chooses. Range is 3-12. Range is 3-24. Range is 3-12. Range is 3-24. Range is 3-24.
PRE-EXISTING CONDITION EXCLUSION FOR INCREASED MAXIMUM MONTHLY BENEFIT section <ul style="list-style-type: none"> • [\$6,000] • [V] • [12] • [V] • [3] • [V] 	Range is \$100-\$30,000. Insert applicable date. Range is 3-24. Insert applicable date. Range is 3-12. Insert applicable date.
EXCLUSIONS section <ul style="list-style-type: none"> • [31] 	Range is 31-90.

Premium Payments section - This section will only print if insured is responsible for a portion of premiums.	
Variable Statements/Fields	How or When Used
[Policyholder][or [V]]	Policyholder is bracketed throughout the forms so that we may insert the nomenclature for the policyholder if requested. Policyholder is standard, but others might be used. For example, "employer." "Or V" is variable throughout this form because an entity to the policyholder may also be accountable for managing eligibility for the employee population. In these circumstances, both the policyholder and the additional entity need to be represented in the contract language. The "V" could be the employee or member's employer, or it could be the name of a specific employer, or could be a generic benefits administrator.
PAYMENT OF PREMIUMS THROUGH PAYROLL DEDUCTION provision <ul style="list-style-type: none"> Entire provision [You are responsible...] [You are responsible for...Your share...] 	Will print if this payment method is included. Include this paragraph if insured is responsible for entire amount of premiums. Include this paragraph if insured is responsible for a portion of premiums.
PAYMENT OF PREMIUMS THROUGH ELECTRONIC FUNDS TRANSFER provision <ul style="list-style-type: none"> Entire provision [MM/DD/YYYY] [first day of each subsequent month.] [first] [V] 	Will print if this payment method is included. Insert first day premium is due. Include unless policyholder requests non-standard handling. Insert specified day of month on which subsequent premiums are due. Include non-standard premium handling if requested.
OPTIONS FOR PAYMENT OF PREMIUM FOR CONTINUED INSURANCE provision <ul style="list-style-type: none"> Entire provision [Except when insurance is continued under the Conversion provision,] [Conversion] [p] [or] [or; You may pay premium directly to Us.] [Contact the...] [Contact the...] [When insurance is continued...] 	Include if premium is not paid through EFT. Include if continuation of insurance is included. Either conversion or portability will print. Will print uppercase if continuation of insurance is not included. Will print when item c is not included. Include if premium is payable directly to Mutual. Include this sentence if premium is not payable directly to us. Include this sentence if premium is not payable directly to us. Include if continuation of insurance is included.
GRACE PERIOD provision <ul style="list-style-type: none"> [31] 	Range is 31-120.
PREMIUM CHANGES provision <ul style="list-style-type: none"> [the[Policyholder][or [V]]] [We] 	Include policyholder reference if premium

<ul style="list-style-type: none"> • [31] • [:] • [...of the next higher age band...] • [...which benefits are reduced...] • [Attained Age] 	<p>is not paid by insured through EFT. Include "We" if premium is paid by insured through EFT. Range 31-60. Will print if more than one item is included. Include this sentence if rates are age-banded. Include this sentence if a reduction schedule applies. Insert "Attained Age" if administration date is the policy anniversary date. Insert "age" if administration date is the first of the month following or on the day.</p>
Payment of Claims section	
<i>Variable Statements/Fields</i>	<i>How or When Used</i>
<ul style="list-style-type: none"> • [Before benefits are considered...] • [Proof of loss for the...] • [Infectious or Contagious Disease Benefit] • [or] • [Minimum Indemnity Benefit for Accidental Dismemberment and Loss of Sight] 	<p>Include this sentence if any of the benefits in this paragraph are included. Include this sentence if at least one of the benefits in this sentence are included. Include if this benefit is included. Include if there are multiple benefits. Include if this benefit is included.</p>
HOW TO OBTAIN PLAN BENEFITS provision	Insert policyholder specific information.
CLAIM ASSISTANCE provision	Variable to accommodate a change in location.
PROOF OF DISABILITY provision <ul style="list-style-type: none"> • [20] • [15] • [or verbal] • [Occupation, Job] • [Basic Monthly Earnings] • [Occupation, Job] • [90] • [90] 	<p>Range is 20-60. Range is 15-30. Insert if we allow this form of communication. Either Occupation of Job will print. Monthly or Weekly will print. Either Occupation of Job will print. Range is 90-180. Range is 90-180.</p>
ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS provision <ul style="list-style-type: none"> • [V] 	Insert non-standard language requested by policyholder.
MODE OF PAYMENT FOR DISABILITY provision <ul style="list-style-type: none"> • [monthly] 	Monthly or weekly will print.
AUTHORITY TO INTERPRET POLICY provision <ul style="list-style-type: none"> • [Mutual of Omaha Insurance Company] • [Policy benefits will be paid...] 	<p>Variable to allow for a change in delegation. Include if the plan is an ERISA plan.</p>
General Definitions section	
<i>Variable Statements/Fields</i>	<i>How or When Used</i>
Buy-Down Plan definition <ul style="list-style-type: none"> • [V] 	Include any non-standard requirements as requested by the policyholder.
Buy-Up Plan definition <ul style="list-style-type: none"> • [V] 	Include any non-standard requirements as requested by the policyholder.
Childcare definition <ul style="list-style-type: none"> • 24 	Range is 12-24.
Core Plan definition <ul style="list-style-type: none"> • [V] 	Include any non-standard requirements as requested by the policyholder.
Disability and Disabled definition	

<ul style="list-style-type: none"> 3 different definitions <p>Disability and Disabled definition 1</p> <ul style="list-style-type: none"> [24] [month] [24] [month] <p>Disability and Disabled definition 2</p> <ul style="list-style-type: none"> [80] [V] [2] [2] [2] [2] [80] 	<p>One of the 3 different definitions of Disability and Disabled will print depending on policyholder selection and type of coverage.</p> <p>Range is 1-72. Either month or year will print. Range is 1-72. Either month or year will print.</p> <p>Range is 60-99. Range is 1-6. Range is 1-6. Range is 1-6. Range is 1-6. Range is 1-6. Range is 60-99.</p>
<p>Employee definition</p> <ul style="list-style-type: none"> [V] [V] [12] 	<p>Employee is bracketed throughout this form so that we may insert the nomenclature for members of the group. Employee is standard. Other examples include Associate, Member, Partner, etc.</p> <p>Include any non-standard requirements as requested by the policyholder. Insert affiliate company name. Range is 6-36.</p>
<p>Family Care definition</p> <ul style="list-style-type: none"> [24] 	<p>Range is 12-24.</p>
<p>Gainful Occupation definition</p> <ul style="list-style-type: none"> [80] [85] [60] 	<p>Range is 20-85.</p> <p>Range is 20-85. Range is 20-85.</p>
<p>Indexed Pre-Disability Earnings definition</p> <ul style="list-style-type: none"> 2 different definitions <p>Indexed Pre-Disability Earnings definition 1</p> <ul style="list-style-type: none"> [5] <p>Indexed Pre-Disability Earnings definition 2</p> <ul style="list-style-type: none"> [first] [7] [5] 	<p>If indexing option is selected, include one of the two definitions.</p> <p>Range is 1-5.</p> <p>First through fifth will print. Range is 1-10. Range is 1-5.</p>
<p>Maximum Capacity definition</p> <ul style="list-style-type: none"> 2 different definitions <p>Maximum Capacity definition 1</p> <ul style="list-style-type: none"> [24] [month] [24] [month] 	<p>Include one of the two definitions.</p> <p>Range is 1-72. Either month or year will print. Range is 1-72. Either month or year will print.</p>
<p>Physician definition</p> <ul style="list-style-type: none"> [V] 	<p>Include reference as needed to emerging practitioners of alternative therapies or medicine.</p>
<p>Policy Anniversary definition</p> <ul style="list-style-type: none"> [January 1] 	<p>Insert appropriate date.</p>

Policy Effective Date definition <ul style="list-style-type: none"> • [January 1, 2011] 	Insert appropriate date.
Qualifying Family Member definition <ul style="list-style-type: none"> • [12] 	Range is 10-18.
Spouse definition <ul style="list-style-type: none"> • [V] 	Include any non-standard requirements as requested by the policyholder.